THE R.I.B.A. CONDITIONS OF CONTRACT: SOME POINTS FOR REVISION.

By A. Saxon Snell [*F.*].

Read before the Royal Institute of British Architects, Monday, 15th April 1912.

IT is due to the Practice Committee that I should in the first place explain that what I have to say this evening does not necessarily represent the Committee's present views, if only because under the operation of the By-laws I am no longer a member of the Committee and have not been in touch with its work for nearly two years. A Sub-Committee has been engaged, so I understand, for a considerable time upon a revision of the Conditions of Contract, but the work is not yet finished. It was due to this (and perhaps also because I had taken an active interest in the subject before ceasing to be a member of the Committee) that the Chairman did me the honour of asking me to prepare a Paper, and I accepted on the understanding that, as I had no first-hand knowledge of the Committee's views, I should write as a "free lance."

Since this Paper was drafted, I have had the advantage of hearing Mr. White's interesting general survey of "The Newer Responsibilities of Architects," * and the valuable digest of cases given to us by Mr. Greenop*; and I am conscious that my own contribution cannot be compared in practical value to theirs. I have, however, endeavoured to present a case for revision of the Conditions of Contract upon a consideration of general principles, which may, or may not, be of service later in our search for a Form of Contract which shall be based upon the real as opposed to the conventional relations between the building owner, contractor, and architect.

It is neither usual nor desirable that Standing Committees' reports should be published, unless with the approval and under the sanction of the Council; but I do not think I am indiscreet in quoting, for the purpose of opening my subject, the preamble of a Memorandum drawn up by the Practice Committee and submitted to the Council in 1907. I might escape any suggestion of impropriety by paraphrasing its statements, but they would lose in the process the lucidity which was the result of careful drafting in Committee. The document states:—

> Questions have arisen as to the effect of a Building Contract under the form of Contract and Conditions recommended for use by the R.I.B.A. These documents were settled in their present form in 1903 in conjunction with the Institute of Builders and the National Federation of Building Trade Employers of Great Britain and Ireland.
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> The forms previously in use were settled in 1879 and gave considerable power to the architect.
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> On the settlement in 1903 this was altered at the instance of the Institute of Builders. Certain matters dealt with by Clauses 4, 9, 16, 19, and part of 18, were reserved to the architect, but new words were introduced into Clause 30 which have been held to destroy the effect of a certificate given by the architect, and the arbitration clause was also widened so as to lay open to review every certificate whether interim or final, and (subject to certain reservations) every opinion and decision of the architect.
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> It has been held by the Court of Appeal in the case of *Robins* v. *Goddard* (21 Times L.R. 120) that the effect

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of these alterations is not only to deprive the architect's certificate of all finality as between the building owner and the contractor, but it has also been held by Official Referee Pollock in the case of *Goddard* (building owner) **v.** *Ferguson* (architect) that an architect who has given a certificate which is successfully challenged by a building owner in an action brought by the builder to recover the amount so certified to be due to him, is liable to repay to his client the building owner the costs incurred in resisting the builder's claim. In giving judgment the learned Official Referee based his decision upon the ground that the architect in his position of agent for the building owner must be held to have contemplated that if he gave a certificate the builder would sue upon it, and that the building owner might resist and incur costs in so doing, and that these costs were within the reasonable contemplation of the architect at the time he undertook to act as such for the building owner as the reasonable and probable consequences of giving a certificate subsequently held to be inaccurate or excessive.

The decision appears to carry with it the conclusion that the architect acting under the present authorised Form of Contract is no longer in the position and clothed with the immunities of a "quasi-arbitrator." It would also seem to follow that under similar circumstances an architect no longer owes a duty of fair and impartial treatment to the builder.

The position as above sketched raises very important questions not only with regard to the position of the architect but also as to the position of the building owner and building contractor respectively.

Such was the situation in 1907, and in succeeding years cases have come from time to time before the Committee all pointing to the need for some alteration of these Conditions of Contract. Let me remind you again that they were the result of a well-meant attempt to meet objections taken by building contractors and others to the older Form of Contract. The concessions made in their interests were necessarily counterbalanced to some extent by further safeguards in the interests of the building owner. The new form was due to the unstinted labours of some of the most distinguished members of the Institute, with the help of expert legal advice, and of course the co-operation of the two bodies representing the building contractors.

Criticism under such circumstances is an invidious task; but nothing we can say in this respect reflects in any way upon the intimate knowledge shown of building conditions as they obtained then, or the ingenuity displayed in the particularly complex task of providing for every contingency. It was not desired to compile an entirely new set of Conditions based upon abstract principles, but to revise an existing one to render it more acceptable to our friends the building contractors without giving away the interests of the building owners. That was a truly conservative policy, and it was no doubt hoped that it would lead to contentment all round. That hope has scarcely been realised; and it would seem that both parties have found, in new and altered provisions, fresh material upon which to base quarrels. If these quarrels concerned only the two parties to a contract the position would be unsatisfactory, but it is made worse in our eyes by the fact that we ourselves—the architects—are more liable to be drawn into them and to suffer the usual fate of third parties.

These circumstances certainly point to the necessity of some revision; and, for my part, I hope this revision will be very thorough, and based, as I have said, upon a "careful survey of the real, as opposed to conventional relations between building owner, contractor, and architect." In the first place the present Conditions are too long and complicated. Obviously a praiseworthy effort was made to meet every sort of contingency; with the result that the document is rather more than twice the length of the former one, and it is far more difficult to follow. It would be an advantage if we could evolve a shorter document with all its clauses in proper sequence, and without repetition or overlapping. It is mainly a question of careful drafting.

This evening I have to confine myself to certain clauses and provisions in these Conditions which directly affect our responsibilities as architects. Even so, with so short a time at my disposal, I can only deal with two points, and the question of drafting has too indirect a bearing upon the matter to be included.

The two points I shall deal with are (*a*) the employment of special tradesmen as sub-contractors, and (*b*) the effect of the Arbitration Clause.

SUB-CONTRACTS.

The average building owner generally imagines that the building contractor is the direct employer of craftsmen in all trades. Indeed, this is implied in our Conditions of Contract, for we have a clause enabling the contractor to sub-let portions of the work subject to the architect's approval of the sub-contractor. As a matter of fact, we know that in modern contracts it is not unusual to sub-let carting, plastering, plumbing, slating, &c. Possibly the arrangement makes for better work, especially if the sub-contractor is himself a master craftsman. As architects, we are concerned only to know that the sub-contractor can and will do the work properly. We do not interfere with the financial or any other arrangement between the parties. We stipulate only that our specification and drawings shall be followed, and that the contractor shall not thereby contract himself out of his liabilities under the contract with the building owner. In other words, we hold him personally responsible for the work of his sub-contractor. There are, however, special works included in buildings which are distinctly recognised as matters which are outside the scope of the building contractor's knowledge and experience, and such as he himself would always delegate to others. Further we *insist* that special tradesmen or master craftsmen shall be employed. We do not even allow him to select the particular tradesman or craftsman; we reserve that right to the building owner or ourselves as his agent.

In a conference of gentlemen all experienced in building works, it is scarcely necessary to apologise for what to the layman may appear distrust of the general contractor; but the best class of contractors accept it without cavil. As architects, many of us devoutly wish we could dispense with these special tradesmen, but experience teaches us that we cannot do so safely; and we have to put up with the extra trouble and even risk involved. In these days of keen competition it is too much to expect that the building contractor will see "eye to eye" with us in their selection, and, what is more to the point, in the amounts to be paid for their special work. To a certain extent, our action relieves them of responsibility, though it may debar them from making the best possible financial arrangements with these special tradesmen; but it should be so worked as to inflict neither loss nor inconvenience to them in the execution of their own work.

In earlier times when contracting was a fairly paid business, and longer time was allowed for the erection of a building, friction seldom occurred, but in these days of quick building and small profits a dilatory sub-contractor may cause serious delay and inconvenience; and many contractors feel that they should have more adequate means of control, and, more especially, the power to withhold payment. On the other hand, our experience teaches us that if this power is conceded it may be used for inadequate reasons, or for purposes which from our point of view are not legitimate.

It must be acknowledged that in Clauses 20 and 28 this matter is dealt with in a manner which meets the difficulty—almost. Indeed, it seems to hold the balance admirably between both parties. Clause 20 may be regarded as safeguarding the contractor, and Clause 28 the special tradesmen. Nevertheless the provision for direct payment to the latter by the building owner is an awkward circumstance, which may yet lead to unexpected decisions in a Court of Law. The case of *Crittall* v. *The London County Council* is a case in point.

My own practice is to nominate the special tradesmen and to fix the net amount to be paid to them. They are made to understand that they can look only to the building contractor for payment, who is solely liable. On the other hand, I have a provision in the building contractor's contract that he must pay these special tradesmen in full such amounts as I may certify from time to time, and the amounts so paid are not included in any payment to him by the building owner until he (the contractor) can produce evidence that they have actually been paid. The case of *Crittall* v. *The London County Council* is sufficient justification for the

apparently arbitrary nature of this last provision. Obviously too, with such a security for payment, we should obtain better terms with the special tradesmen.

My own limited experience leads me to believe that there is no half-way house between taking this strong line and that of leaving the contractor that full control over the special tradesmen which he exercises over his own sub-contractors, reserving to ourselves only the right of nomination and fixing the price to be paid for the work. I am not at all sure but that the latter is under all circumstances (and more especially in our interests) the better of the two methods. Certainly it may relieve us as architects of much worry and work, and no little responsibility; but I have had no experience of this method. On the contractor's side, it removes a possible grievance; and the special contractor—well, the special contractor would look after himself. He should have means of protecting himself; and in any case, he is not obliged to accept a contract under the terms.

ARBITRATION.

Perhaps the most serious defect of these Conditions is that the architect is reduced to the level of mere agent for the building owner. He is deprived of judicial powers. It is a position which we think—to quote again from the Memorandum referred to—"unfair to the contractor, not in the long run to the interest of the building owner, dangerous to the architect, and derogatory to the dignity of our profession."

There used to be a clear distinction, in our relations to the building owner, before and during the carrying out of a contract. In the first place, we were his expert advisers in determining what forms the realisation of his desires should take, and his agents in drafting these forms for the purpose of instructing the building contractor. So soon as a contract was entered into between the parties, to our duties as agent to the building owner in superintending the work was added the honourable one of arbitrator upon points of dispute between him and the building contractor.

(By way of parenthesis, I would remind you that in practice this duality of positions still holds to a large extent, and is generally conceded as a matter of course. Only so can we account for the extraordinary indifference shown by the great majority of building contractors to the Conditions of Contract. It is not too much to say that, in nine cases out of ten, neither contractor nor building owner cares overmuch what is, or is not, in the Conditions of Contract. Time after time, contractors have told me that it is the character of the architect that matters. If they know him to be a fair and just man, they do not care how strong his contract may be or how arbitrary his powers. If he lacks those qualities, no reasonable form of contract can secure them fair play. It is the tenth case for which both parties are compelled to interest themselves in Conditions of Contract, and for which we have to provide. We have to remember too, that well-considered Conditions have an educational value. They form a standard of fair dealing as between building owner and contractor.)

Returning to my premises, this dual position so long held by the architect has been challenged. It is an inconvenience in the eyes of a certain class of building owner, and an offence to his legal advisers. On the other hand, His Majesty's Judges have generally upheld it as eminently reasonable.

I have had the privilege of reading through Mr. Brice's Paper on "The Law relating to the Architect's Certificate," and it is very interesting and instructive. But it seems to show that lawyers are obsessed with the idea of "agency" in the architect's position; and to speak frankly I think they will always do all they can to deprive us of those judicial functions which they consider can only be exercised by members of their own profession. It is a very natural opinion, and not by any means based on selfish considerations. Their training and experience give them a better grasp of the principles of law and equity. Where in our opinion

they fail is in their limited knowledge of the conditions under which a building is conceived and carried into execution, and their failure to perceive that supervising building work is in fact one long arbitration.

In the carrying out of a building contract, innumerable points of difference may, and in fact do, arise between the parties—questions as to interpretation of the drawings and specification, and as to the quality of materials and workmanship. There are infinite grades of excellence in all kinds of work, and the architect has to decide from time to time whether the grade contracted for is supplied. As to whether a certain piece of work has or has not been done is a question of fact, but as to whether it has been done *properly* is a matter of opinion, and in giving his opinion the architect is bound to exercise judgment as between the divergent views of building owner and building contractor.

Is it not absurd and unreasonable that because one party or the other is dissatisfied with the architect's judgment, a specially appointed arbitrator must be called to decide between the parties? Bear in mind that the building owner selects the architect, and that the contractor accepts him and is not bound to enter into the contract if he distrusts the architect. We might view the absurdity of the positions with equanimity if the parties directly interested suffered alone; but we know to our cost that if our honest judgments are overthrown we may be called upon to pay for the alleged wrongfulness; and the measure of the damage is the cost of the arbitration to one or other (if not both) of the parties.

In the old Form of Contract, our final certificate was given this character of an award from which there was no appeal (except on grounds of fraud or collusion) by either party. On the whole the arrangement worked well, and it certainly did prevent a good deal of contention as between building owner and building contractor.

In the present form no decision of the architect binds either party, and certainly not the final certificate. The architect is reduced to the position of mere agent to the building owner, and as such may be sued for exercising his judgment in a way which may not be endorsed by the arbitrator. In spite of this there are those who assure us that the architect who does his duty fairly and reasonably need not fear the perils of the law; but a case such as that of *Lanning* v. *Davis* scarcely inspires confidence in that comfortable belief.

Nevertheless the recent Leicester case seems to show that we are not safe even when our final certificate is an award, and that, failing the building contractor, the building owner can sue the architect in respect of alleged defects or deficiencies in the work. And let me remind you (as Mr. Edwin T. Hall has pointed out) that in this case the R.I.B.A. Contract was not used, and I gather that the architect's certificate was in effect an award as between building owner and contractor. On the other hand, the R.I.B.A. Conditions do not protect us, as witness the decision of the Official Referee in the case of *Ferguson* v. *Goddard*. We are shot at from a different direction, but the effect is the same.

The position is one of great difficulty; for it seems we can never be certain how far we can be made liable for any act or alleged default under a contract. A little consideration of the actual conditions of our employment will show how unjust the situation becomes for us.

The building owner's case is that he has agreed to pay a certain sum for a building constructed according to definite plans and instructions; and he is entitled to the exact fulfilment of the contract. He relies on the architect to see it is so fulfilled and pays him for so doing. At this point we join issue with him. We say that the remuneration we receive is not sufficient to pay for the close and constant supervision which alone would enable us to say with certainty that every part of the contract has been fulfilled. Our supervision can only be occasional and general; and this is so far recognised that it is usual for the building owner to employ a clerk of works for the necessary daily and indeed hourly supervision of the work. It follows that our certificate can only mean that to the best of our knowledge and belief—gained from

such general inspection—the work has been properly executed. Under these circumstances, and provided the architect's immunity is preserved, it seems reasonable that either party should have the right to question the Final Certificate; although I believe that in the long run, and in most cases, mutual acceptance is in the best interest of both parties. Immunity for the architect is however essential, and without it we are faced with very serious responsibilities for which we are very inadequately paid.

Failing the practicability of immunity, there are—as far as I can see—but two courses open to us, *i.e.* either to restore our position as sole arbitrator (which gives us a measure of safety), or to employ, pay, and be responsible for, the clerk of works; and insure against our responsibility at Lloyds' or elsewhere. We should, however, have to raise the amount of our commission to meet the extra cost to us.

In conclusion may I observe that the deeper one goes into the intricacies of these and indeed all Conditions of Contract, the greater is the impression that we have lost sight of the fundamental relations between building owner, contractor, and architect? The failure of one party to realise the legitimate limits of his own interests leads him to make undue claims, which the other meets with counterclaims perhaps equally exaggerated. In other words, they deal with one another as antagonists, rather than as co-operators in a peaceful undertaking. It is an error which permeates many of the commercial relations of individuals—and even nations.

Is there no way out of this "comedy of errors"? May not a re-consideration and restatement of the fundamental relations referred to bring us back to the reasons of our association, and the benefits which each party may rightly expect to gain therefrom, and which the others should be willing to concede?

We are at the present time seeking to obtain a more definite and better recognised position in the community; and it would be well to take the opportunity of considering what in fairness should be our relations and the limits of our responsibilities to the parties to a building contract. To a great extent it is for us to determine those limits. I do not suggest scrapping the present Conditions of Contract; but they might certainly be shortened, simplified, and divested of the underlying suggestion that building is—as a genial member of the Institute lately put it to me—a "rogue's trade." Building owners and contractors alike may well ask themselves whether on economical grounds alone it is worth while to quarrel. A careful examination of the records of building actions affords convincing evidence that in most cases only the lawyers and expert witnesses benefit. Even the fruits of victory are dearly bought at the cost of worry and the interference with the ordinary course of business; and it may be added that costs as between solicitor and client often form a serious set-off to the monetary value of those fruits.

DISCUSSION ON THE ABOVE AND ON MESSRS. W. HENRY WHITE AND EDWARD GREENOP'S PAPERS ON "THE NEWER RESPONSIBILITIES OF ARCHITECTS"

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Mr. R. L. HARRISON, Solicitor, rising at the instance of the Chairman, said it was his pleasant duty to move a vote of thanks to the authors of the three papers—Messrs. White, Greenop, and Saxon Snell. He himself was responsible for the legal side of the Institute Conditions of Contract. The document took five years to elaborate, and he was still unrepentant. They were good at the time, and he did not think they were bad now. The law changed, and that the conditions required modifying was very probable. Decisions in the Courts were always altering the law; and there were more or less unnecessary Acts of Parliament from Westminster which upset previous ideas and necessitated change. He did not, however, think that Mr. Snell would ever find a form of conditions which would avoid discussion and litigation. The subject was too complicated, and points of law

were too much involved to allow of the possibility of that. He had listened to Mr. White's paper with great interest, but he did not think the decisions Mr. Greenop quoted quite made out the case put forward by Mr. White. There were ten cases, in a period of eight years, put forward, selected he supposed from those which would show the responsibilities and liabilities of architects, those which were newer, or those which were actually new. He would eliminate from those ten cases the one about architects' fees, and also that about the custody of plans, which was not very material to the present issue, and in which no question of responsibility was involved. The first case quoted was that in which the man of art and of science rather forgot what was due to his profession and to himself, and almost to his client, and took upon himself the functions of a speculative builder and speculative land agent. He could hardly have expected that the result would have been otherwise than what it was—loss to the client. The next case was one where the architect had specified a cement rendering to a wall, with the object of having paintings put upon the wall; and the case was to the effect that, during the progress of the work, for the purposes of economy some other form of surface was suggested—lime plaster, he believed. But why in that case did not the architect take the obvious course of saying to his client "I have provided cement plaster for the wall, and I can guarantee it if you will give it two or three years to dry. I will take my risk and you may paint upon your wall. If I am wrong I will accept my liability. But if you wish for the purpose of economy to change my design you must do so on your own responsibility; I decline to take the risk"? A letter to that effect would have had the desired result. The next case was that unfortunate one of *Lanning* v. *Davey*. He did not think it fair to say that that case threw upon architects any new or newer responsibilities at all. The more he thought of the case the less clear it became. We had the view of five Judges in all, who disagreed with the jury, and held that the jury were wrong. He did not think that case constituted a precedent or that it would be followed in any future case. In the next two cases—*The David Lewis Trust* and *The Leicester Guardians* v. *Trollope*—he could see nothing new. He attended the consultations between counsel in the latter case, and had all the papers in his office, and the plan on which it turned, and he was in Court when it was heard. It was a £100,000 job, which took three years to complete. It was for the erection of an infectious hospital, which necessitated the building of nine one-story buildings, all exactly alike. The situation was on thick strong clay in a damp position. The architect had very carefully made an ingenious arrangement by which the floor should be isolated from the soil, and upon the proper carrying out of that arrangement depended the permanence and the stability of the building. The time during which the nine different floorings were erected was twelve months, and in that twelve months the architect, as he stated in the witness box, said he had visited the job ten times. The Judge decided that the architect had not carried out the obligation tacitly put upon him by contract to see that the work was properly executed, and upon that he was hit. There was no doubt the architect had got what he believed to be a first-class clerk of the works, in whom however no real confidence could be placed: he had been very particular when the architect went to the job to point out trifling difficulties and troubles, the use of improper materials, and so on, but he had never pointed out the improper construction of the floors, and on no occasion, in connection with any of those nine buildings, although their life depended upon the work, did the architect see it: the work was either not begun when he went, or it was covered in, and he appears never to have asked for any part of it to be opened up. It was hardly fair to say that the builders were men of straw, because they had since made an arrangement by which they had agreed to pay for a substantial part of the damage caused by their own neglect. There was nothing new in that case; the law was well established long ago, that the architect is responsible for carrying out that which the law has always said is one of the duties for which he is paid. That makes six cases out of the ten. There were two other cases, those of sub-contractors. He thought when they prepared the Conditions of Contract that they had dealt with sub-contractors. Clause 16 stated that the function of the architect was only to nominate, to select, or approve; he was to do nothing else. In addition to *Crittall* v. *The London County Council*, which was quoted by Mr. Greenop, there was another case, reported in the *Times Law Reports*, which might be referred to. In July 1910, the architects acting on behalf of the defendant, the building owner, sent to the plaintiffs drawings inviting tenders for certain steel work. At the time the plaintiffs did not know who the builders were. On 20th July the plaintiffs sent the architects a tender for £229, and this was done before communications had passed between the plaintiffs and the builders. Nor did the plaintiffs know the terms of the building contract. On 16th September the building agreement was entered into, so that in that case the architects had obtained from the sub-contractors a contract two months before the main contract was entered into. The architects wrote to the plaintiffs informing them of the name of the building contractor, and they instructed the latter to give them the order for special works. But if before the contract is entered into the architect applies to a sub-contractor and asks him to tender, he cannot be the agent of the contractor, and holds himself out as an agent for the building owner.

MR. SAXON SNELL: Did the architect accept that tender? He was a foolish man if he did, because it is against our practice.

MR. HARRISON: The architect's duty under those conditions was merely to nominate, select, or approve. But he went a very great deal further than that, and by opening the ball, so to speak, for his client he laid the foundations for a claim by the sub-contractor against the client, which the Judge held to be good. It should not be beyond the wit of man to devise some clause to get over that trouble; and Mr. Saxon Snell's practice was perfectly sound. If the contractor were sufficiently solvent so that he could be asked to pay somebody else before he himself received payment, the interval not being a very long one, there could be no difficulty. In the case he was referring to the architect had sent to his sub-contractor his own form of tender, his printed form, addressed to himself, which had been accepted by him. There was no doubt that in the last twenty-five years the liability of all professional men had been more rigorously enforced, but he did not think the range of liability had been increased. The surgeon, he supposed, had always been, according to English law, liable for damages if he made a mistake in an operation, and no doubt the position of surgeons and dentists and doctors had in some cases been hard. Solicitors were in the same position. In the old days, and in the case of many clients now, solicitors were credited with doing the best they could for their clients. But in a general way that state of things no longer exists; the public wanted more for its money, it wanted everything cheaper, and that was at the bottom of the change. There was a legal immunity attaching to the barrister, and for very good public reasons. The barrister went into Court and pleaded a cause, and received an honorarium for his pains. He had no right to sue for his fees, and therefore should not be liable to be sued for negligence. The unfortunate barrister might be attacked for negligence by every unsuccessful suitor, and if an action were to lie against him he would be hampered in his work. He did not think the architect or the dentist or the surgeon would have the same immunity, but would have to face the music, and their only remedy was to pay more strict attention to the business side of their calling or profession. He had had a case where no letter book was kept, no copies of drawings which had been sent, no copies of letters. All was chaos. There must be more businesslike habits. There was one case quoted in which there was "the usual conflict of evidence." That meant that it was oral; that A said one thing, and B the exact contrary. In the legal profession they were taught that it was good practice in all those cases to take a very simple step which would prevent any such conflict if there were trouble. They all knew the gentleman who did his business by telegrams. He tried to condense his language in the telegrams, and did it in such a way that his telegrams might mean any one of two, three, or four things. Then there was the man who tried to do his business by the telephone, and he was even worse. The right thing to do in such cases was to sit down at once and dictate a letter beginning "Referring to your telegram," or "Referring to your telephone message, I understand the following," and give the purport. If that were done there would be no conflict of testimony, because the best secondary contemporary evidence would be produced as to the effect of that conversation or of those instructions. The architect's next difficulty was in connection with the clerk of works. In most of these cases the clerk of works was found to be at the bottom of the trouble. He was at the bottom of the trouble in *Trollope's case*, and in *Ferguson* v. *Goddard*. He had often thought that there might be an association or something of that sort with a guarantee fund. But if that was not possible their only remedy was to charge a higher fee and do their own clerking of the works, otherwise they would not be rid of these incessant troubles and difficulties in Court. It was Mr. Greenop, he thought, who rather looked to *Roberts* v. *Hickman* as being the case which would get them out of their trouble. It was in the House of Lords, and was not fought on the Institute Conditions; they were not used in the case. That case only referred to the position of an architect where he was an arbitrator. They must not forget that all professional men were the servants of the public, and that it was a dangerous and difficult thing for them as a body, and for the Institute which represents them, to take a step which was not clearly in the interests of the public. They would find at law that they were liable, as all agents were—he knew they did not like the expression agent, but the architect is the agent of the man who employs him, and that is the English law, and that is the word which is applied to the architect. As such therefore the architect was able to sue for his fees if not paid, and he was liable to be called to account for any neglect or remissness or omission in the services he rendered to his client. He was not sure that the architect did not serve better the person who employed him if he did not occupy this position of arbitrator. In the House of Lords case referred to, the extreme delicacy and difficulty of the position occupied by the architect as arbitrator was referred to; he (the speaker) had heard it said that a builder who knew he was in the hands of a strict architect did what he could to get "some of his own back" in other ways, making an omission here and putting in a piece of poor work there as a sort of insurance. He did not know whether that was true. He remembered one of the members of the old Committee referring to the builder as "the architect's natural enemy." There was no doubt some picturesque exaggeration about this, but there might be some truth in the idea. The most important remaining cases were *Robins* v.

Goddard and *Goddard* v. *Ferguson*. The first action was brought by Robins, a builder, against Goddard, the building owner. When that was decided, *Goddard* v. *Ferguson*, which was an action of Goddard the building owner against the architect, was proceeded with. The contract in that case was for some additions to a house at a cost of £1,000. The claim of the builder was for £2,105, and the final certificate was £1,055. He had seen the particulars of the damages, and it seemed to him that from garret to foundations the house had practically to be rebuilt and the drains taken out. The tiles on the roof were specified to be Brosley tiles. But they were not Brosley tiles. They were to be fixed to the bars of the roof with rose-headed nails, two to each. But they were not rose-headed nails, and they were fixed with one French nail only instead. He did not know whether that was a serious omission, but it was the fact. The specification said that a cupboard should be constructed under the staircase for the hot pipes to go through, the cupboard being to keep linen in; but anyone inside the cupboard could see the people walking upstairs, and from the stairs one could see into the linen cupboard. The staircase was specified to be of pitch-pine, with a mahogany hand-rail; but it was not of pitch-pine, and the hand-rail was made of deal. The sections showed that the rooms of the house were all to be on the same level, including the added parts. But in the building there were steps in all directions, either up or down, from one room to the other. That was a very shocking case. He did not know whether the architect was ill, or could not attend to his business, or whether the remuneration being so small he left it to the builder. If the building owner had not at English law some remedy against someone for the expenditure in building that house, it would have been little short of a scandal, and it would not have been creditable to the architectural profession. With regard to *Chambers* v. *Goldthorpe*, that had been rather looked upon as the architect's Charter, but he did not think it was quite that. The decision in *Goldthorpe* v. *Chambers* was not the unanimous decision of the Court of Appeal. The Court consisted of Lord Justice Collins, who was afterwards Master of the Rolls, Lord Justice A. L. Smith, and Lord Justice Romer. Lord Justice Romer was one of the most brilliant and most distinguished lawyers of the day, and he dissented from his brethren. At the end of his judgment he said: "I think it would be lamentable that in cases of this kind an employer who pays an architect for supervising work and who has sustained damage by his negligence in the performance of the duties for which he is paid should have no remedy against him." This had been rather a modern doctrine, and he thought Lord Justice Romer was right. He should not be surprised, if a similar case were taken to the House of Lords, that the decision would be a different one. He had made a slip in clause 30. The Judges said there were two sentences, whereas one only was intended. In drafting it they had not made it clear that the language they used conveyed only what they meant, and of course the only object of legal language was to confine it to one meaning. It seemed to him that in remodelling the conditions, to alter the position of the architect would be a very far-reaching step. He felt sure architects would not accept such a change. He should say that the present conditions were founded on two principles. The builder said: "We will come in and make an agreement with you on one condition only, namely, that everything is referable to an ultimate outside arbitrator. Otherwise we will have nothing to do with it. We have been under the harrow of the architects long enough, and we will have no more of it." This was deliberated on by the Building Committee, and Mr. Edwin T. Hall took the burden of the work on his shoulders, and they worked at the new conditions for many months, years in fact, and they were at length agreed. The architects said "We will accept that principle, but we will not be relegated to the position of being superior clerks of works; we must be masters of the contractor, and our orders must be carried out from the beginning to the end. If we make a mistake we agree to be amenable to some outside tribunal." And if that was altered the public would say "For whose benefit are you altering it? For our benefit?" He thought the answer would be No. Were they altering it, then, for the contractor's benefit? Again it would be No. Then it must be for the architect's benefit. And it was for them to say, in these days when the attitude of the public was greatly changed towards the professions, whether this was a suitable and a wise policy.

Mr. W. H. ATKIN-BERRY [*F.*], in seconding the vote of thanks, said he hoped he should not be thought to be in any way detracting from the praise due to the writers of the papers if he said the papers themselves scarcely justified their title. They might more properly have been headed "Some of the Responsibilities of Architects," or "A New Light upon the Responsibilities of an Architect." But he did not find in them anything else which was very new. That was illustrated by reference to the cases so carefully compiled by Mr. Greenop, which were meant to prove those so-called newer responsibilities. Mr. Harrison had given them a very illuminating discourse upon these cases, and he (Mr. Atkin-Berry) felt some diffidence in referring to them after him. They must not form their opinion upon the bare wording of these judgments. They required to know all the details and the evidence, because very often the judgment was based upon one particular point, and unless they gripped the exact purport of that point they missed the true effect of the judgment. Taking them in the order in which they were cited:

in *Findlay* v. *Roques* the damages appeared to be for wrong advice in a matter which was entirely outside the proper functions of the architect; that therefore could not be called a newer responsibility of the architect. In *Keyser* v. *Trask* and *Raikes* v. *Power*, the actions were for negligence, the walls of a building being alleged to be unfit for the purpose for which they were intended. The architects in those cases had a certain thing set them to do, and they failed to do it, either through incapacity, or through want of care or of vigilance. It was only reasonable to suppose that they would ultimately be held responsible for the failure. That was not a new responsibility. In the case of *Lanning* v. *Darey* the architects appear to have been in a most unhappy position. It was a miscarriage of justice in the beginning. Everyone, whether architect or not, stood exposed to the risk of an unjust action at law which he would have to defend, and which perhaps might end disastrously for him. The final judgment in that case was in favour of the architects, and it disclosed no new responsibility. The case of the *Leicester Guardians* v. *Trollope* put the architects in a very difficult position. Mr. Harrison had given some light upon it, but he had not quite satisfied them as to how the architects were to protect themselves against an action of that kind. An architect might take every possible precaution to design his building, to draw up his specification, and to direct the execution of the work: yet, through some bit of devilry on the part of somebody else, something might go wrong. He had no means, perhaps, of discovering it, yet he might be held liable, while the builder escaped unscathed. That seemed very hard, and if Mr. Harrison could enlighten them as to how they were to protect themselves against responsibilities of that kind, he would do them a valuable service. *Robins* v. *Hickman* was a case in which the architect had withheld his certificate under the influence of the building owner. But, as was well known, that was a most improper thing to do, and if an architect did such a thing he must take the consequences. That was no new responsibility. As to that decision being a reversal of that in *Goddard* v. *Robins*, Mr. Harrison had shown them that it was not so. There was nothing inconsistent in the case of *Robins* v. *Hickman* as compared with the case of *Goddard* v. *Ferguson*. If the architect's certificate was to be worth anything, he must be responsible for it, and if he gave a certificate in a careless manner, and the client laid out his money on the strength of it, and it was found to be faulty, the architect had no right to complain if the owner held him responsible. As regards the case of *Crittall* v. *The London County Council*, they had to ask themselves, especially after hearing Mr. Harrison, what course an architect should take in regard to the work which he wished the sub-contractor to carry out? The course Mr. Snell suggested was familiar to all of them and was one which probably was most usually adopted—viz. to indicate to the sub-contractor that he must look to the contractor, and to the contractor only, for the order and for payment, and not to the building owner. He should like to know from Mr. Harrison whether that would give the architect and the owner security against a claim by the sub-contractor direct. If not, he did not know what course was open to them if by so acting they became agent for the building owner. He would not go further into the details of those cases. After being tumbled about in the tempestuous waves through which Mr. White's and Mr. Greenop's Papers took them, it was a comfort and a relief to be brought into more pacific waters by Mr. Snell's Paper. Mr. Snell seemed to hold out the olive branch; he put in a plea for greater simplicity in their conditions of contract and for more mutual confidence between owner, builder, and contractor. That was a counsel of perfection, a consummation devoutly to be wished. The difficulty would be to effect it. There was no doubt that the tremendous elaboration of agreements and conditions of contract tended to create suspicion all round. It had this difficulty, that when one began to particularise greater weight was given to the things which were omitted. The things put into the agreement might be of great importance, but the thing left out might be still more so if on that point a dispute arose. He agreed with Mr. Snell that it would be very desirable to simplify the conditions of contract; but how to do it was another matter. It would be a satisfaction to everyone if there could be more of that old-fashioned trust between contractors, owners, and architects which we now see so little of. In these days each and all seemed to be antagonistic—always on the high pitch of suspicion. That was at the root of much of the trouble and anxiety which devolved upon the architect. If he (Mr. Atkin-Berry) had said anything which might be regarded as adverse criticism, he hoped it would be taken in the spirit in which it was intended. Even were they mere bogies which the authors of the papers had placed before them, if they had the effect of arousing architects to a sense of their responsibilities, the profession would owe them a great debt of gratitude, and he had pleasure in seconding the vote of thanks.

MR. WM. WOODWARD [*F.*] said that if the Papers had done nothing else, they had brought into that room two lawyers who had given them the benefit of their views and of their legal knowledge on the points referred to. That evening they had had the additional advantage of listening to another lawyer, Mr. Harrison, who was partly responsible for the Conditions of Contract which had caused so much difficulty in their interpretation. He agreed with Mr. Harrison and Mr. Atkin-Berry that really there were no newer responsibilities for architects. Forty or fifty years ago the architect was as responsible to his client for

the proper construction of his buildings and the relief to him from litigation as he was to-day. But what had undoubtedly arisen was that there was more desire on the part of clients to bring into the Law Courts cases which forty or fifty years ago were settled outside. And he need scarcely remind them that to fight a case now was a very serious, expensive, and indeed a ruinous matter. As regards the recent case of *Minter* v. *Waldstein* it was only due to further litigation that he was prohibited from reading a Paper on that subject which he had expressly prepared for the Meeting. In that case, the hearing lasted thirty-one days before the Official Referee, Mr. Muir Mackenzie, who, he must say, conducted the case with an amount of acumen and desire for fairness which was most satisfactory to all who listened to him. Mr. Blanco White was in that case, and would agree with him that, apart from the result, no man could have listened to a case with more care and attention than did Mr. Muir Mackenzie; and very few lawyers could have shown better knowledge of building construction and all that appertains to building contracts than did that gentleman. Mr. Greenop had favoured them with many cases of great interest, and had also been the means of bringing the lawyer here, Mr. Brice, who had given them the benefit of his views. Mr. Blanco White suggested that building owners should have the Contract conditions explained to them. The architect, however, had quite enough to do without sitting down to explain the details of a building contract; in fact, he would not wish to do it. With regard to sub-contractors, Mr. James Walter Smith, in his book on "Laws concerning the Owner, the Builder, and the Architect," laid down the following rule—Mr. Harrison perhaps would tell them whether it was law or not—"An equitable assignment in favour of the person to whom it is to be paid, and binding funds in the owner's hands when due, does not require the assent of the owner." Thus with the assent of the general contractor the owner is empowered to pay the sub-contractor direct. The Institute Conditions of Contract failed in this important respect with regard to sub-contractors, that it contained no clause which gave the architect power to withhold payment to the general contractor until he had seen the receipt of the sub-contractor. Mr. Saxon Snell in his particular Conditions of Contract made it clear that he would not pay the general contractor until he was assured that the sub-contractor had been paid. But in the Institute Conditions there was no power to do this. That was a matter they were now dealing with, and he hoped it would be found fairly dealt with in the revised Conditions. Mr. Harrison had referred to a very bad building, and everyone would agree that that was a monstrous case. In the case of *Crittall* v. *The L.C.C.* the general contractor failed before payment was made to the sub-contractor although the general contractor had received the money. The sub-contractor sued the "owner," the London County Council, and recovered, and it was against that great risk that architects had now to devote themselves. In his own practice, he required the receipt of the sub-contractor before certifying for the general contractor. With regard to the case quoted by Mr. Harrison where the architect accepted a tender for iron-work, in that case the tender was accepted before the contract was entered into by the general contractor, and therefore it was differentiated from the usual practice where the estimates or tenders of the sub-contractors are included in the general contractor's contract at the time when that contract was made up. With regard to "agency," that aspect had been discussed over and over again: how far could an architect pledge the credit of his client as an agent? How far was he empowered to add to the amount of the contract by additions for which he had not got the previous consent of his client? In his opinion—he had put the point several times before and had not had a reply; he put it now because Mr. Harrison or Mr. Blanco White might answer—in his opinion, the architect, as agent of the client, was empowered to order extras to any extent so long as those extras were not detrimental to the building itself and were within the lines of the contract. That was the position he took up, and he should like to know if it was correct or not. Sometimes he was told it was, and at other times that it was not. There were many architects in the room who, in the course of their practice, ordered considerable additions to the work without the assent of the client, and trusted to their "agency." Both Mr. Harrison and Mr. Saxon Snell had referred to the question of the arbitrator. If he were a contractor, he would not under any circumstances sign a contract, whether he knew the architect or not, where the architect himself was left as sole arbitrator—particularly if the arbitrator took out his own quantities! He knew he should be told that he had no right to call in question the *bona fides* of the architect; but human nature was human nature, and it was the desire of the architect very often to avoid going to his client and saying, "I have incurred £1,000 or £2,000 extras; I am very sorry, but that is the amount due to the contractor." He might say in conclusion that the Practice Committee and the Council of the Institute were now engaged, and had been for some time, in remodelling not only the Conditions of Contract which modern practice required should be revised, but also in that other important matter connected with the profession, namely, the Scale of Charges. He must thank Mr. W. Henry White, Mr. Greenop, and Mr. Saxon Snell for their papers; he was sure they would do a very great deal of good—first, because they had induced lawyers to come to the Meeting and give their views, and next because it

was necessary that every endeavour should be made to get rid of the ruinous litigations which now so frequently occur.

MR. J. DOUGLASS MATHEWS [*F.*] said he joined with the other speakers in thanking the three gentlemen for the trouble they had taken and for the great use their Papers would be to them. He differed from Mr. Atkin-Berry when he said there were "no newer responsibilities." The question was what is new, and how long it has been in existence. When one contrasted an architect's duties and his position now with what they were forty or fifty years ago, he could not help saying that there were many newer responsibilities which operated most seriously in the practice of architects.

MR. ATKIN-BERRY: I did not say there were no newer responsibilities; I said that in these Papers there were none.

MR. MATHEWS: Contrast the architect in former days, the friend and confidant of his employer, and looked up to with confidence by the builder. In those days builders were all practical men, and, for their own sakes and their reputation, they did the best work; and there was nothing like the amount of supervision by the architect required in those days. Yet they were fully up to their responsibilities, and both builder and client had sufficient respect and confidence in the architect to carry out his wishes. Things have changed now! Instance the builders: many were exceedingly good organisers, but were not all practical men, and therefore the architect was often turned over to managers and foremen, and to artisans and labourers, into whose hands was entrusted the important task of carrying out the building. Great responsibility was thrown upon the architect, who was practically at the mercy of men who took little interest in their work and were little more than machines: as so much work was done by machinery the workman comparatively had little to do except to make up for the deficiencies of machine-work. Naturally, men did not now take such interest in their work as when they had it in their own hands. This was serious for architects, because through this want of interest in the work so many of the deficiencies occurred for which the architect was supposed to be responsible. Again in former days, in some parts of England, each trade carried on its respective work. But now the general contractor was responsible for all the work done in the building, and the result was that, with new appliances and inventions, they were obliged to have a class of tradesmen which in former days did not exist. Hence difficulties arose between the general contractor and sub-contractors. These difficulties had to be met, and involved the architect in much trouble and responsibility. Again, the clerk of works was supposed to represent the architect. It might be that he was employed by the employer and paid by him, but in nine cases out of ten he was looked upon as the architect's representative at the building. Many clerks of the works were excellent men, who threw their heart and soul into their work. Some, however, had been found to be too great friends of the builder's foreman, and therefore the clerk of works was accountable for much of the bad work and consequent trouble of the architect; and it necessitated more supervision, as, if he could not trust the man who was supposed to be his representative, a great deal of anxiety was the result. With regard to the position of the architect as arbitrator (perhaps the word was not quite what was wanted), if he had not the confidence of the employer and the builder, it was serious for both, and it meant that they must go outside to arbitrate upon every little difficulty arising between the builder and the architect, and much inconvenience, delay, and loss would be caused to everybody concerned. But things did not stop there. In our Conditions of Contract provision was made for arbitration by our own body, and therefore matters arising therefrom could be taken up without the necessity in most cases of having recourse to the Law Courts. If another term could be used when the architect was employed in that function between the employer and employed, it would be well, as he should be looked upon as a man of strict integrity and trusted by both parties. The more they could advocate this method, the better it would be for all parties. With regard to the matter which concerned them most of all—namely the position of the architect in giving his final certificate and so freeing the contractor from all responsibility—he could not understand it. A contractor undertook to carry out all things described in the quantities, specifications and drawings, and conditions. If he or some of his employees did not carry these out, and trouble ensued, whether in twelve months or two or three years afterwards, the employer might ask the architect why he had allowed this, that, or the other to be done. It is obvious that he could not see to every trifling thing, and perhaps a small matter in the first instance would become a very large one, and it was not reasonable that the architect should have to stand in the place of the contractor, for the latter was the man who had caused the damage and was responsible for it. What they wanted was that the architect was not to be held responsible for work of that kind. They knew he had responsibilities, and that he must carry them out, but to make him responsible for other people's bad workmanship and carelessness was a serious matter, and the sooner they got that settled the better. With regard to the sad case of *Lanning* v. *Davey and Salter*, he was never engaged in any case which was more painful. The client there deliberately, after he had had his house erected, went to an architect and put into his hands a specification and drawings and instructed him to go through the house and take a note of everything that was not in accordance with one or the other. The result was that he produced a consider-

able number of items, most of them absurd and trifling. That case, unfortunately, was brought into Court before a common jury, who appeared to be led by one of their number who had some smattering of building knowledge, though very little, and practically he carried the day. The Judge saw that there were accusations made about the drainage and other things that were too serious for him to pass, and therefore he requested that a number of the jury should go and see the house and make their report. They came back and made their report, which was to the effect that the architect was to blame. The case was then taken to the Court of Appeal, and that Court decided in the architect's favour, and a new trial was ordered. The plaintiff, who was an impecunious man, had the question put to him by counsel: In the event of your losing this case, what means have you to pay the costs? The answer was, None whatever. The result was that the architects gained the day, but it was a very serious loss to them. The man knew he could not pay the costs, and not only anxiety but pecuniary loss fell upon them. That might happen to any one of them. Architects were ready to bear their responsibilities, but objected to being made responsible for things over which they had no control.

MR. R. G. LOVELL [*A.*] said that the question was a very involved one, but for himself, who had practised principally abroad, it seemed even more involved than it probably did to others present. The customs abroad were frequently entirely different from those which prevailed here. At the recent International Congress at Rome there were references to this matter which were interesting. In France, sub-contracting frequently disappeared entirely, because the contracts were let separately to each trade. In Italy the architect sometimes appeared almost to become the contractor inasmuch as he gave a price for the completed building. Of course he was not speaking of big monumental work. In Spain and in South America generally, where he had had much to do, the custom usually was to have two architects. One was the architect for the contractor, who did the bulk of the work. The other was the architect for the building owner. In view of what he had heard that evening his opinion was that it was exceedingly difficult to determine that an architect could be anything more than an agent for the building owner. The trouble of the architect's responsibility appeared to depend to a very great extent on the clerk of the works, and he could not help feeling that if architects were to put young men of their own office to do the work of the clerk of works they would have a better class of man controlling the foremen, and they would be educating their young architects and giving them experience in a sphere which would afterwards be exceedingly useful to them.

MR. H. D. SEARLES-WOOD [*F.*], referring to Mr. Saxon Snell's Paper, said he thought it a great advantage that he should come before them with a paper on these lines, for he had thrown a very useful light upon this subject. Speaking as architects, he thought it should not go out to the general public that they were trying to safeguard themselves too much. The responsibilities referred to were their clients' responsibilities as well as their own, and that was the light in which they should like the public to view these discussions. What they wanted to know was what were their responsibilities as far as their clients were concerned. They had got Counsel's opinion on the liability of the contractor and the architect respectively, and it might be useful to state that now. He thought he was right in saying that Mr. Danckwerts had laid it down that the contractor's liability ceased at the date of the final certificate, but that the architect's liability lasted, under the Statute of Limitations, for six years. That was the legal opinion they had obtained on that subject, and that was the point to emphasise in the discussion. They were trying to educate themselves into their position, and not to avoid their responsibilities and make the thing easier for themselves.

MR. G. R. BLANCO WHITE, Barrister-at-law, said that three very interesting points had arisen since he last spoke. The first was the question raised by Mr. Woodward, as to how far the architect had authority to order variations. That could be looked at from two different points of view. First of all, there was the question if the architect ordered a contractor to carry out a variation, how far was the contractor obliged to do it? There the answer was the answer Mr. Woodward gave. If that variation was detrimental to the building, the contractor was not obliged to obey the architect. But that was an idiotic answer. In practice he did not see how the contractor could be expected to say whether any particular order was detrimental to the building or not. But there was a decision, *R.* v. *Peto*, in a very high Court, which laid that down. Under the Institute Contract the architect had only power to order additions or omissions, and the case showed that those words did not include deviations. The way out of that was to insert in the contract the words "and deviations." But when that was not done, at the present time the contractor was not relieved from liability for fault just because the architect had ordered it if it was clear that it was to the detriment of the building when the architect was ordering it. If it was clear that the architect was ordering worse material than that specified, the contractor was not at present relieved from his liability. But there was the second question, What was the architect's position with regard to the building owner if the architect ordered variations without first consulting the building owner? If a building owner said to the architect, "I want to build such and such a house; draw me the plans," and when the building

owner got the plans of the house and said to the architect, " I like these plans, now set to work and get the house built," the orders to the architect were to get that house built, and if the architect varied the building without consulting the building owner, and got the house built in any respect different, he was wrong. The strict position of the architect was seldom brought home to him. But if his orders were from the building owner, whose orders were to build a particular house, he had no right to change, even if it seemed to be necessary. Although that was idiotic, the only way out was that every architect, when he had seen his client at the beginning of the job, should say, " Of course these plans are provisional, and as we go on I might find it necessary to alter the building in some respects." If he guarded himself in that way he was safe. But if he simply took orders to build according to the plans, he had no right to vary, or if he did vary he could be sued in a court of law, and could be made to put the building back into the position required by the original instructions. So he must either say what was just suggested at the beginning, or write a letter when he was sending the plans, saying that the plans might have to be changed from time to time as the work proceeded. Without that, he had no authority to vary. The second point was, that Mr. Harrison quoted from the law report in *The Times* the case in which an architect instructed the contractor to accept the tender of a sub-contractor, and in which the owner was held liable to pay the sub-contractor. Of course that must depend wholly on the wording, first of all of the architect's letter to the contractor, and secondly of his letter to the sub-contractor; and further to the acceptance by the contractor of the sub-contractor's tender. If the contractor wrote to the sub-contractor saying he accepted his tender dated such and such a day, it was clear that he accepted it on his own behalf and not on behalf of anyone else. But if the contractor wrote saying that he accepted on behalf of the building owner, by tender of such a date, he would be purporting to make the owner liable. And the question would arise as to what the request for the tender was like which was written by the architect. If that request for a tender were in carefully guarded terms like " Kindly give a tender for the work for the contractor "—which it was not in this case, because in that the sub-contractor did not know who the contractor was—it would be clear that the intention of the architect was that the contract should be made with the contractor. But if the architect wrote in ambiguous terms asking for a contract, and accepted the tender in ambiguous terms, it was for the Judge or the jury to determine whom the contract was made with. The lesson from that was, first, that architects in asking for a tender should put in the words " work for the contractor," to make it clear that the work was for the contractor, and not for the building owner. And secondly, the contractor should accept sub-contracts on a form which had been drawn up beforehand, which said, " I accept "; not " I accept on behalf of " whoever the building owner was. If the architect took care, or the contractor took care, there could be no danger of the building owner being made liable. But if the architect and the contractor were careless in their wording, they would end up by making a contract on behalf of the building owner. There was a third point—viz. that touching the question of how far the architect was liable for an action for negligence, and how far he was acting, as he was in some cases, as a quasi-arbitrator. That was a question of the wording of the form of contract. In so far as the architect was agent for the building owner, it was only just that he should be liable for an action for negligence if he was told to do something and he did not do it properly. Somebody had to be liable, and if it was his fault he should be liable. But if he was acting in a judicial position between the building owner and the contractor, since he had to exercise his opinion fairly between these two people, and as a man could not be expected to act fairly always if he was liable to an action by one of the fighting parties and not to an action by the other, and if his client could threaten him and the other party could not—when he was acting in a judicial position he should not be liable to an action. And that was so; in so far as he was arbitrator, in so far as he was in a judicial position, it was clear he was not liable to an action. So far as he was an agent, he was liable. But the difficulty had always seemed to him to be this: if a man was acting as agent and arbitrator at the same time, what then? It was conceivable a man might be hired by another to act in a judicial position, and if he acted carelessly so that his employer suffered damage, had the employer an action? It came back to the same solution as in those other questions; it depended on the wording of the form of contract. For instance, if the wording were " That the architect shall honestly decide such and such a point, and his decision shall bind all parties for the purposes until such decision shall be varied by arbitration as hereinafter mentioned," or something like that, in such a case as that, where the words " He shall honestly decide " were put in, it was clear he was in a judicial position. So long as he acted honestly he was liable to no action from anybody. Hence it was a question of wording. And the conclusion to be drawn from all this was, that, until this revised form of contract was issued, the prudent architect, though he would continue to use this form, should, if he found himself with a couple of hours to spare, read through the conditions with extreme care and satisfy himself that he approved of it. And if there was a condition which he did not approve of, it was better

for him to change it in accordance with his own opinion, and to stick to it, and not to believe, because a thing was in the form issued by the Institute, that therefore it was perfect. He should make up his mind and stick to the idea, and change the form to his idea. He might change clause 12, for instance, with advantage.

MR. ALAN E. MUNBY, M.A. Cantab. [*A.*], said that notwithstanding the legal decision he did not agree with Mr. Harrison with regard to the liability in the particular case he referred to; and the legal gentlemen who had spoken did not seem to realise the position with respect to sub-contractors. How could the architect arrange everything after he had got his contract? In the case cited, that of getting tenders for steel, surely the ordinary course was followed. Presumably most architects would get tenders from different firms of repute, and put the name of the lowest tenderer into the contract, but that did not make any contract with the architect or his employer. The architect promised that the sub-contractor's name should go into the specification; it did not bind him to the sub-contractor's being employed or to any kind of payment. Most architects used some kind of form in connexion with sub-contractors, and that was absolutely essential. But the difficulty he himself had found was that although one could draw a form which would bind the sub-contractor, that form was not always acceptable to both the sub-contractor and builder. The builder would produce his own form, and a wrangling would ensue between the builder and the sub-contractor. It was very desirable, before the present meeting closed, that they should have some statement of how far their liabilities in connexion with sub-contractors went. He hoped the legal gentlemen present would tell them something more. If any of these responsibilities were to come back directly on the architect, they were serious matters which might involve amounts greater than those for the work which the contractor himself was doing.

MR. G. ERNEST NIELD [*F.*] said he thought it was a mistake to make alterations in the printed form of contract as issued by the Institute. He always found that the contractor was prepared to accept it as it stood, and any alterations were viewed with suspicion. With regard to the case of *Crittall* v. *The London County Council*, it seemed to him that the difficulty might be obviated if architects followed what he believed was the usual practice, viz., to get the contractor to take over all liability for the payments to sub-contractors before commencing the work. He thought the latter might very well be safeguarded by insisting upon the production of the receipted accounts before issuing the final certificate. Mr. Woodward said these receipts could not be legally demanded, and he had known instances where the contractor would not state if the obligation had been discharged. A communication to the sub-contractor would clear up the doubt, and he had found that the withholding of the final certificate facilitated settlement. In considering the form of contract it should be remembered that it went far beyond the Institute and was used by almost all architects. He knew of one particular case in which it was used which resulted in a fairly long arbitration, and it bore the test very well. The case he referred to was an illustration of what Mr. Douglass Mathews said as to the present-day contractor; in the arbitration in question it was shown that the contractor entered into a contract for £5,300 when he had a bank balance of only £1. The architect had never been an architect before, but had been a builder's draughtsman. Fraud was alleged against the architect, and he quickly disappeared and left the country. The builders' creditors fought the case but never took up the award.

MR. DOUGLAS WOOD [*A.*] asked whether it was a fact that the builder's responsibility ceased when the final certificate was issued, but that the architect's responsibility continued for a period of six years? He did not think that was a fair arrangement. No architect wished to avoid responsibility for which he ought to be liable. But he did not think any other professional man would be so foolish as to accept a responsibility for which he was not justly liable.

MR. MATT. GARBUTT [*F.*] said that in some other professions one occasionally heard that practitioners should exercise "reasonable skill and care." It appeared from what their legal friends told them that the architect was a very superior mortal indeed; he was supposed to be absolutely infallible in all matters relating to his profession: that was a "reasonable" thing for him apparently. It seemed to him that the position was something like this. A man appointed an architect as his agent; and that architect was supposed to know absolutely and precisely the nature of every particle of sand and of all other material used in the building; and no matter how big the building, the architect was to be at every spot all the time, and personally see to the carrying out of everything. That was a plain and simple liability, which by analogy might be carried still further. The householder no longer hung round his garden all night with a shot-gun to protect his own house, but he contributed towards the expense of a policeman for the purpose. The logical sequence would seem to be, that if a man's house was burgled the policeman should be "put away" for at least six years!

MR. MAX CLARKE [*F.*] said he much regretted that he had not had the pleasure of hearing Mr. White's Paper or Mr. Greenop's. But he had read them, and found them full of interesting information. But life was too short to take the subjects so seriously as the authors had taken them. Mr. Snell he was very much obliged to, for he had given

them something lighter, something which could be more easily digested. With regard to the case of *Lanning* v. *Davey*, he had heard the arguments in both the Courts, and had heard the jury when they came back from their inspection of the drains. The unfortunate architects in that case were mulcted all round. The defects were reduced to six items, but he did not think any one of them would have been upheld by a Judge. With regard to sub-contracts, he thought it was possible for the architect to guard himself and his client by putting in a clause that he was to see the receipts for the payments to the sub-contractors. That was his own practice, and he always got the receipts, and there was no difficulty about the matter whatever. With regard to the case of the Leicester Board of Guardians, he saw the drawing which was made by Mr. Trollope, and he saw another drawing of the way that the work was carried out. The two arrangements were so very dissimilar that he was astonished that Mr. Trollope did not see at any one of his visits the difference or variation. But he was informed that Mr. Trollope admitted that he did not see any one of the floors at any of his visits. Considering that it was a large item and a very great responsibility, as well as a somewhat new system of construction, he thought he might have seen it. Such was his opinion with regard to that matter. He would suggest for the title of the Papers "The Greater Difficulties in the carrying out of the Architects' Duties," because, after all, their responsibilities were much the same; but the complexity of building nowadays, compared with what it was thirty or forty years ago, had increased enormously; not only in the number of sub-contractors, but in the intricacies of the buildings. Of course, when it was a question of simple bricks and stone and wood it was a comparatively easy matter; one knew that fairly good timber and fairly good bricks were obtainable; construction was simple, and matters all round were easy for the architect. Nowadays bricks were bad, as a rule; Portland cement was too hot as a rule, unless it was well looked after; steel, unless they looked after it, would be found to have come from Belgium, and everything required careful and personal supervision. The moral of it all was that the architect ought to undertake only a quarter of the amount of work that he did, pay four times the amount of attention to his job that he did, and he ought to be satisfied with the proceeds. And he ought to ask his client to allow him four times the amount of time to carry out the work. But those things he feared would not be done. Every man should alter the form of contract with regard to employers' liability and workmen's compensation to cover the present liability. Those who did not do that left themselves open to a loophole, because the form of contract in that particular respect was not brought up to date. He had had the privilege lately of seeing a very eminent Counsel's opinion upon giving an order or getting an estimate from a man whom they called a sub-contractor; and it was to the effect that if this estimate was made out in the name of the architect or in the name of the employer in the first instance, either of these parties was liable to pay the money, and that it was necessary that the architect should get an estimate made out to the contractor—he might get it made out at any date he liked—and that this should be sent to the contractor, and that the contractor should be asked to accept it. Of course, he realised that it depended on the terms of the acceptance. But those were the things the architect had to look after; and if he did not look after them he must suffer for it. There were so many points that it was difficult to touch upon them all; but he thought they were making a great deal too much trouble for themselves with regard to the form of contract, and that they were not paying nearly enough attention to their buildings, and that if they talked less and did a little more they would be very much better off.

THE CHAIRMAN (MR. REGINALD BLOMFIELD, A.R.A.) said they had had a very instructive evening, though he himself was rather more confused than he was before. But they had talked it all over, and he had no doubt they should know a little better how to deal with their position in the arduous practice they had to conduct. There were three principal points which had been raised that evening: the sub-contractor, the position of the architect as agent or arbitrator, and the liability of the architect. The first was the question of the sub-contractor. He did not think he had much to say on that subject, except to mention what he did himself. He did not as a rule have sub-contractors; he had direct contracts for the special trades. The advantage of that was that he could deal with the man himself, and he saved for his client the profit which the general contractor charged on the sub-contract. On the question whether the architect was agent or arbitrator, he had travelled up that morning with a distinguished K.C., for whom he had acted—without a lawsuit—and he asked him what the position was. He said: "You are both, because during the work you are agent, and when you come to issue your final certificate you are, so far, arbitrator." Many of their difficulties came from the mixing up of the two positions. He had no suggestion to offer as to how they were to deal with it, except to watch the position at each point in the progress of their work. The last and the most crucial point was that people were saddling the architect with all sorts of responsibilities which were never dreamt of even when he began practice some thirty years ago. Mr. Douglass Mathews pointed that out, and what he said was, he believed, absolutely the fact. Builders had altered, and clients, he regretted to say, had altered to some extent, and there was

not always that confidence that there should be as between architect, client, and builder. It should be three people working together for one object, namely, the production of a fine building that should also answer its purpose. But conditions of practice nowadays were so complicated, and they had to know so much and control so many things, that the architect's position was becoming difficult; and architects were themselves sometimes to blame, for there had been cases in which they had not always discharged their responsibilities to their clients in regard to complete provision of specifications and drawings, and to superintendence of the work. These points they could attend to and put right, and he did not think there was any man among them who would wish to repudiate his legitimate responsibilities. If he specified a joist which was insufficient for its purpose, and the structure collapsed, he should expect to pay for it, and he did not know any architect who would not do it without demur. But they resented having to pay for things they could not possibly control, and their responsibilities to their clients ought to be more clearly defined and more generally understood. There were two things which they, on their part, in the discharge of their duties to their clients, must attend to more carefully. As Mr. Harrison said, they must attend to their business closely. That was the first point. The other was that they must try to keep up a high standard of professional attainment among themselves.

Mr. SAXON SNELL and Mr. W. HENRY WHITE briefly acknowledged the vote of thanks, and excused themselves from replying at length owing to the lateness of the hour, Mr. Snell observing that if the Papers had only brought forward this interesting discussion, he was sure Mr. White and Mr. Greenop would agree with him that it had repaid them for all their trouble.

Mr. GREENOP, in responding, said: I am in a little difficulty. It is four months since these Papers were read and since the criticisms of Mr. Brice and Mr. Blanco White, and during those four months the Papers have circulated all over the country. Most of their observations are adverse criticisms of my deductions from these cases, and I am in the unfortunate position of being entirely at variance with them on nearly every point, with no opportunity of discussion. This is the first time I have had the pleasure of seeing Mr. Harrison, although I have at my office a collection of communications from him accumulated during twelve or fourteen years. At the time I was Hon. Secretary of the Practice Committee it was my pleasant duty to communicate with Mr. Harrison and get his valuable advice on legal points, and you may take it from me—and I say it as a compliment to Mr. Harrison—that he is a lawyer from the crown of his head to the sole of his foot, and that he looks at everything strictly from the legal point of view. So much is that so that there is one reply that I had from Mr. Harrison, relating to the case of *Robins* v. *Goddard*, which will always remain upon my memory. When the Practice Committee took up this matter of *Robins* v. *Goddard*, largely upon the sequel case of *Goddard* v. *Ferguson*, I had to write to Mr. Harrison and put this question: "Here is the case: do you advise an alteration of the Institute form of contract to protect the architect; and if so, what form do you suggest it should take?" This was Mr. Harrison's reply: "Dear Sir,—'The Judgment in this case was logical, inevitable, and correct.' Yours truly." But it did not help us out of the difficulty. I assure Mr. Atkin-Berry that I have not drawn deductions from the words of the judgments without considering the whole facts. I have considered the evidence in all the cases, and I say that Mr. Brice, whom I greatly respect, and Mr. Blanco White have not had that opportunity, otherwise they would not have offered the criticisms they did on the last occasion. Take one expression of Mr. Brice's. He says that in the case of *Roberts* v. *Hickman* there was held to be fraud and collusion between the architect and the building owner, and this of course vitiates any contract and any certificate; therefore that that case did not over-ride or reverse *Robins* v. *Goddard*. The Judges distinctly said there was not fraud or collusion. Mr. Brice starts by saying that my difficulty arises from the fact that there had been some confusion between the interim certificate and the conclusive certificate. I know what Mr. Brice refers to, I know what his authority is for saying there is a difference in value and character between the first and the final certificates. It arises from a misunderstanding, a deduction by writers of text-books from inapplicable cases which is repeated again and again, and there is no foundation for it in law. Again Mr. Brice says, correcting me, the Statute of Limitations does not run from the date of the work, but from the date on which the fraud or defective work might reasonably have been discovered. What becomes then of the dictum we have heard here to-night, that the architect's liabilities are over in six years? They are not, because the defect might not be discovered for ten years after the contract was finished. Then again in the case of Crittall there is scarcely a speaker who understands it. I have had a complete account of the case from the Managing Director of the Crittall Co. since I read the Paper; and not only did he describe the facts, but there is a verbatim report of the judgment which I have here. It is an ordinary case. The architect invited an estimate from Crittall, put the sum in the quantities, and later instructed the contractor, Lawrence, to accept the estimate which Crittall gave on such and such a date, and Lawrence did it. As the Judge said, it is foolish; but we are doing it every day. He said there must be an offer on the part of A, and an acceptance by B. Crittall had never given an estimate to the contractor, and

therefore there was no contract between them. I note Mr. Blanco White differs from Mr. Brice as to there being a difference between the progress certificate and the final certificate. With regard to the case of *Lanning* v. *Davey and Salter*, since I read my Paper I have had one of the saddest letters a man can receive from Mr. Salter, the surviving partner. The words I have used in my Paper are none too strong to express the gross injustice of the case. Finally as to the relation between *Robins* v. *Goddard* and *Roberts* v. *Hickman*, I have been challenged on all sides because I affirmed the latter reversed the former. In both cases the point the Court had to decide was: Is an architect in giving a certificate an agent or an arbitrator? In both cases the client said to the architect, you are merely my agent or mouthpiece, you shall not issue that certificate. The motives in the two cases differed, but the attitude of the client was identical. In the former case the architect replied, "I am an arbitrator between you and the builder in this matter and shall act accordingly." In the latter case the architect sat on the fence against his convictions. In the latter case the House of Lords unanimously decided that the architect in issuing certificates is an arbitrator and fails in his duty unless he so acts. The judgments, of which I read extracts, laid down a general rule, not one applying only to the case in question. In *Robins* v. *Goddard* and *Goddard* v. *Ferguson*, its sequel, the architect was held to be an agent only, since as an arbitrator he would have been immune from the action for damages for negligence which was successfully brought against him. I maintain therefore that *Roberts* v. *Hickman* entirely reverses the position established by *Robins* v. *Goddard* and *Goddard* v. *Ferguson*. The details of the cases differed, but the principle fought for was identical.

Mr. JOHN E. YERBURY [*Licentiate*] writes:—Mr. W. Henry White remarked in his Paper that "Only in the gloom of the Law Courts one realises the really material points in a case," and as an instance quoted a recent case, in which instructions by a client to an architect not to issue further certificates were held to be not sufficient to justify an architect in withholding them. Surely the gloom of the Court ought not to have been necessary. What use for Clause 30 of the Institute Contract Form if it were sufficient? Mr. White suggests that the Practice Committee might be set the task of developing a scheme to provide for arbitration in building contracts, so that no action at law could be brought until an award had been made by an arbitrator. I am inclined to think this a good suggestion, but am afraid the only practical method of carrying out the idea would be the appointment of official arbitrators by the R.I.B.A., and other local affiliated societies, in conjunction with the Institute of Builders, the Surveyors' Institution, and other interested Societies (such as the Builders' Merchants, Timber Trades and other Trade Associations), with their salaries guaranteed by the Institute (by arrangement with the other Institutes and Associations concerned), who would devote their whole time to the cases sent for hearing to the R.I.B.A. The scale of charges would be fixed by a joint Committee of those interested, and the fees taken by the Societies in proportion to their guarantees. In those areas needing only one arbitrator the services of barristers-at-law and accountants would be engaged by the arbitrator when required—in certain large centres where several arbitrators would be needed, the exclusive services of a barrister and an accountant might be retained by the Board of Arbitrators.

I think Mr. White is justified in the statement that architects have as a rule no definite business training. But it is not this alone which has landed so many architects into difficulties; it is the acceptance of the Institute Form of Contract because it is the Institute Form (and agreed to by the contractors' representative associations), without fully appreciating the responsibilities of the position they are placed in by its clauses, which has led many an architect of business ability into difficulties he would have avoided but for the fact that the Contract Form was an agreed form and generally accepted on that account.

With regard to Mr. White's remarks upon the changed conditions of building, and contractors' methods of sub-letting the work while running their business from counting-houses, it may be said that there are any number of firms who are prepared to carry out any ordinary building contract without sub-letting, and it seems to me that in many cases the sub-letting is forced upon the contractor by the architect, sometimes to the extent of half the value of the contract. Even in the cases where the "counting-house" firm undertakes a contract I do not see where "heads I win, tails you lose" comes in. If a firm undertakes to carry out a contract for £100,000, and then finds that it cannot obtain sub-contractors to carry out the work for less than £110,000, the "counting-house" firm loses £10,000, assuming that it is a financially sound concern; and if it is not, the fact that it is a counting-house firm does not really matter much.

If two-thirds of an architect's specification is taken up with provisional amounts to be provided by nominees of the architect, the counting-house firm is the one which can satisfactorily carry out the work by going to a first-class firm of contractors for the general building work and superintending the whole.

I do not agree with Mr. White that the counting-house system throws more work upon the architect; my experience is that when special work is required

the sub-contractor specialist generally saves the architect a good deal of work, and the counting-house firm of good standing can deal with it as efficiently as the more usual contractor. But, as a matter of fact, has not Mr. White rather exaggerated the importance of this type of contractor? There are comparatively few of such firms, and the old-established firms of contractors are in no fear of death in London. In any case, as Mr. White truly says, "facts must be faced," and the all-important consideration for the majority of architects is that they should learn to write specifications as well as they can design buildings, and limit the provisional amounts in their contracts as far as possible, or accept the responsibility for ordering and payment by the client.

There is much force in what Mr. White says with regard to the hustling methods; but in many cases months are wasted which might be utilised by the architect if the client were warned at once that it would be impossible to develop a scheme unless a stated definite time were allowed, in which case preliminary drawings might be made while necessary legal documents and other long negotiations were being carried through.

The suggestion made by Mr. White that quantities should form part of the contract in order to avoid the difficulties occasioned by variations does not, I think, meet the case, because it would make it impossible for the architect to carry out the very sound advice given in the preceding paragraph of Mr. White's paper, viz. that the client should be kept informed as to his approximate liabilities on the contract, which could only be ascertained at completion. It is not necessary at the present moment to enter into the arguments for and against making the quantities a part of the contract, but it seems to me that the simple method, which I have myself always used, of keeping special order forms for "omissions and additions" and for priced "extras," together with a notice on certificates of the amount of extras at the date the certificate is given, keeps the client sufficiently informed, and is a reminder from time to time to architect and builder.

I am in entire agreement with Mr. White as to the duty of the Institute in legal proceedings which benefit the whole profession. I think the Institute should pay the costs of its members in fighting such cases, or such part of the costs as the Finance Committee should sanction.

I have expressed my views (for what they are worth after many years' experience of the Law Courts and arbitrations) in the January issue of the JOURNAL [p. 185] upon the question of the architect's position and certain necessary changes which appear to be needed in order to protect the architect at least to a reasonable extent, as every other profession is protected.

Mr. Greenop in his Paper states that "allegations of negligence may be considered as the most promising card to play when it is desired, from any cause, to avoid payment of an architect's fee"; but it is obvious that, however anxious to avoid payment, a client could not charge negligence unless he could show damage occasioned by such alleged negligence. Mr. Greenop says that the case of *David Lewis Trust and Levy* v. *Graham* turns upon the vexed question of supervision; but does it? It seems to me it turns upon the specification. Was proper ventilation specified? It is evident it was not provided. If specified, the case turns on supervision, but if not (and from Mr. Greenop's note it seems that ducts were not provided through the corridor floor), the question is then not one of proper supervision, but negligence to make proper provision in the specification for the efficient carrying out of the work.

It is difficult to form an opinion upon the merits of the case of *Leicester Board of Guardians* v. *Trollope*, but had the floor been carried out as provided in the specification (assuming it to have been proved that rot was caused by wooden pegs being left in), there would have been no cause of action; and it seems to me that the action should have been against the builders; unless the architect (or the clerk of works as his client's agent) consented to the variation. If I am right, the architect could, I think, recover from the builder. I take it that Mr. Justice Channell's expression of opinion, that "the laying of the floor was not a detail which could justifiably be left to the clerk of works," meant that the method of laying the floor could not be left to the clerk of works, not the supervision, and Mr. Justice Channell expressed his opinion that the clients were not barred, by the expiration of two years from the date of the final certificate, from bringing an action against contractors.

I do not quite follow Mr. Greenop when he says a most important pronouncement was the decision of the Judge in *Robins* v. *Goddard* that the matters raised by the counterclaim did not come under the arbitration clause (Clause 32 Institute Contract). The counterclaim being for damages for delay, and failure to complete, and for making good defects, it appears quite clear that the client could not succeed without the architect's decision in his favour, although he could of course have taken the matter to arbitration upon the architect's refusal to act, or upon being dissatisfied with the architect's decision. What does appear to me to have been a most important pronouncement is that by Lord Justice Mathew in the Court of Appeal, viz. that "under the Institute Contract every dispute, whether arising during progress of work, or afterwards, was referable to arbitration under Clause 32." And the opinion expressed by the Court of Appeal that the architect's decision under Clause 17 was not conclusive as against the client suggests the desirability of some alteration in the wording of this clause. The client, having upset

the decision of the Court of first instance given in favour of the builder, brought an action for damages to the extent of his costs against the architect. The Official Referee decided the case against the architect; and this is the case of *Goddard* v. *Ferguson* which Mr. Greenop says left us in the gravest peril, and led the Practice Committee to make certain verbal alterations in Clause 30 to bring it into line with the decision of Mr. Justice Farwell in the Court of first instance in his judgment in the case of *Robins* v. *Goddard*.

Mr. Greenop very justly points out that this work of the Practice Committee is of very little value while Clause 32 remains, with the decision of the Court of Appeal in *Robins* v. *Goddard* as expressed by Lord Justice Mathew. But I am not so sure that Mr. Greenop is right in thinking that the House of Lords' decision in the case of *C. R. Roberts & Co.* v. *Hickman & Co.* is an entire reversal of the Court of Appeal decision in *Goddard* v. *Robins*. It is true that each of the Lords in his judgment laid great stress upon the duties of an architect as arbitrator, in a case where they had come to the conclusion that the architect had been guilty of fraudulent collusion with the client; but surely it does not follow from this that Lord Justice Mathew's decision with regard to Clause 32 has been upset.

The case of *Crittall Manufacturing Co.* v. *L.C.C.* ought I think to have been taken to the Appeal Court, and if necessary to the House of Lords: and I feel pretty certain that Mr. Justice Channell's decision would be reversed if Mr. Greenop sufficiently states the case in his Paper. Mr. Justice Channell's three reasons for his decision as quoted by Mr. Greenop would apply to the brick merchant, timber merchant, or any other person supplying material for the work. If, as is shown, the builder placed the order for goods, I presume his account was debited in the company's books, and the sub-contractors gave him credit under ordinary trade risks, and I see no reason for their being made preferential creditors under the bankruptcy of the builder. Clause 28 gives the architect power to order and pay direct, or through the builder, and having exercised his option he cannot go back upon his action: and surely the sub-contractor should either refuse the order from the builder, or be placed in the same position as other creditors.

With regard to ownership of drawings, it appears to me that the easiest method of settling this point is to introduce the matter in the Schedule of Charges by stating that the fees are for the use of drawings only.

I think it cannot be denied that Mr. Muir Mackenzie was quite right in saying in *Brown* v. *Meckel & Co.* that unless there is an agreement to pay the Institute Scale of Charges there is no implied obligation upon a client to pay the fees under the scale; and I think that the usual practice in the Courts (to recognise the scale as being fair and reasonable remuneration in most cases) is sufficient for the profession; although the recognition is given not on the grounds of custom, but on the ground that reasonable people agree to pay and accept such remuneration.

With regard to the payment of half fees for work not carried out, the case in which I was personally concerned is of interest. In *Yerbury* v. *Wortley*, upon the evidence of Mr. Horace Helsdon and Mr. Edgar Underwood, Mr. Justice A. T. Lawrence gave his award for half fees as fair and reasonable remuneration, or *quantum meruit*. This decision is the stronger because at that time I was not a member of the Institute, and counsel had made as much as possible of that fact. Mr. Helsdon was pressed to show how and why he considered $2\frac{1}{2}$ per cent., or half fees, a reasonable claim in this case, and divided the $2\frac{1}{2}$ per cent. as follows, viz.:—

Preliminary drawings . . .	1 per cent.
Conversion to working drawings (work which may be delegated to an assistant)	$\frac{1}{2}$ per cent.
Specification	1 per cent.

This was accepted by the Judge, and (although by an obvious misreading of Mr. Helsdon's evidence two Judges in the Court of Appeal reduced the remuneration) by Lord Justice Fletcher Moulton in the Court of Appeal, and the unanimous decision of the House of Lords, the Lord Chancellor and four Law Lords (Macnaghten, Atkinson, Collins, and Shaw) sitting.

It occurs to me that in setting out the scale of charges in the new Schedule, it would be well to include the above scale instead of $2\frac{1}{2}$ per cent., because it sets out the payment to be made, in the event of abandoned work, at convenient periods, in what appears to me to be an equitable manner.

Mr. A. M. Brice treats the clerk of the works as the agent of the architect. I do not think this is so. Surely he should be the agent of the building owner who pays him, and for whose benefit he is appointed: therefore his neglect should not penalise the architect. The clerk of the works is in quite a different position from the architect's ordinary staff, unless the architect appoints one of his staff.

Dealing with the case of *Robins* v. *Goddard*, Mr. Brice says: The architect was agent while issuing interim certificates; he became arbitrator when he gave the conclusive certificate. I am not quite clear what happened in the case, but the architect appears to have been dismissed as agent. If that dismissal was effective before the final certificate was due, surely he could never become arbitrator.

Mr. Blanco White says that under Clause 30 the architect when called upon to certify is an arbitrator —but Mr. Brice says that for interim certificates he is merely an agent. Which is the correct view?

I do not myself see any reason for regret in the

decision of the Court in the case of *Robins* v. *Goddard* (although I believe some do resent it). This decision only means that defective work must be made good even after the maintenance period under Clause 17 has expired. This, I think, is an advantage to the architect, as it will make contractors more careful than ever to know that the blessed phrase "the maintenance period has expired" does not relieve them of responsibility for bad work, although I agree with Mr. Greenop that Clause 32 needs alteration if the architect is to be, as Mr. Greenop wishes, immune from attack. I am, however, not at all sure that it is desirable that he should be; in fact, I rather incline to think that it is better that every matter of dispute should be open to arbitration.

Mr. Blanco White also calls attention to Clause 12 and the curious decision in the case of *R.* v. *Peto*, "extras or omissions do not cover alterations." It is difficult to see how the Court could have decided this to be the intention of the parties under the contract; but since the Court did so decide, it is time the Contract Form was altered to make it perfectly clear that the intention is to include alterations.

With reference to the authorisation of extras, I think this clause should be so drafted that a penalty should attach to the architect who neglects to send a written order for extras. Many thousands of pounds have been lost to builders who have feared to bring an action to recover payment for extra work because they have not received "written orders," although architects have admitted that the work was done upon instructions; yet the clients, insisting upon enforcing their rights under the contract for the production of written orders for all extras, have escaped payment.

Mr. GEORGE PARR [*Licentiate*] writes:—I have read with interest in the JOURNAL the reports of discussions at the Institute on the question of responsibilities of architects, more particularly as to their position in respect of provisional amounts inserted in the specification for payment to specialists or sub-contractors. Thinking it might interest some members to learn how I have recently endeavoured to meet the case by an alteration to clause 20 of the R.I.B.A. Contract, and obtaining an agreement from each sub-contractor, I enclose a copy of the clause as altered and of the agreement.

The contract is for a little over £21,000, and of this amount about one-third is for specialists' work for which provisional sums are inserted in the specification.

The contractor is a London man of standing, and the sub-contractors all of good repute, and there was no hesitation on any one's part in signing.

Beyond relieving the architect from responsibility to sub-contractors in the event of the failure of the contractor, the fact that the sub-contractors willingly sign the agreement is perhaps a better assurance than any other of the financial status of the contractor. On the other hand, should the sub-contractors refuse to sign, giving good reasons for their refusal, it enables the architect to make inquiries and perhaps avoid future complications.

Agreement above referred to.

Date.

To Messrs .....

GENTLEMEN,

Re Estimate for.....
..... at .....

In the event of.....estimate for above works meeting with your approval.....willing and hereby agree to enter forthwith into a Contract with the Building Contractor (.....) in accordance with the terms of clause 20 of ..... Contract, and upon receipt of.....order.....will commence, and with all proper expedition carry out the said works, it being understood that the amount of.....estimate (£) is included in..... Contract.

Any variation in the nature of the work or mode of carrying out same, made by you either before or during the execution thereof, shall not vitiate this Agreement, but any such variation, either by way of addition or omission, shall be calculated on the basis of the original estimate, and.....will supply you with the necessary details to enable you to check.....final account.

And.....further agree that the Building Contractor shall be.....employer, and that under no circumstances shall.....have or make any claim either monetary or otherwise upon yourselves or your clients in respect of any work done by.....
.....Gentlemen,

Yours obediently,

.....

Clause 20 *Building Contractors' Contract.*

All Specialists, Merchants, Tradesmen, or others executing any work or supplying any goods for which prime cost prices or provisional sums are included in the Specification, who may at any time be nominated, selected, or approved by the Architect, are hereby declared to be Sub-contractors, and the Contractor shall immediately upon signing the Contract enter into binding Contracts with the several Sub-contractors mentioned in the Specification as to time of delivery of goods, carrying out and completion of works specified and at amounts provided. No extension of time or extra payment shall be allowed or paid to Contractor on the ground of delay or otherwise by the Sub-contractors or their workmen; but no such Sub-contractor shall be employed upon the works against whom the Contractor shall make what the Architect considers reasonable objection, or will not enter into a contract with the Contractor upon terms and conditions consistent with those in this Contract and securing the due performance and maintenance of the work supplied or executed by such Sub-contractors and indemnifying the Contractor against any claims arising out of the mis-use by the Sub-contractor or his workmen of any scaffold erected or plant employed by the Contractor or that may be made against the Contractor in consequence of any act, omission, or default of the Sub-contractor, his Servants, or his Agents, and against any liability under the Workmen's Compensation Act 1897, or any amendment thereof.

THE NEWER RESPONSIBILITIES OF ARCHITECTS, AND THE CASE OF "MINTER *v.* WALDSTEIN."

By WILLIAM WOODWARD [*F.*].

Read before the Royal Institute of British Architects, Monday, 3rd June 1912.

THIS case has provided so much food for thought on the part of client, architect, and builder, that the Professional Practice Committee of the Royal Institute thought a short paper upon it might be useful to us all; and I therefore present to you my impressions on this case, founded to a large extent upon the judgment of Mr. M. Muir Mackenzie.

Since I wrote this Paper, which I was prevented reading earlier as Professor Waldstein had commenced litigation with the architect—litigation which I am happy to say has now been settled out of Court—the Institute has had the benefit of listening to three excellent Papers on the subject of the Responsibilities of Architects: one from Mr. W. Henry White *; one from Mr. Edward Greenop,* and one from Mr. A. Saxon Snell,† all leading to interesting and useful discussion.

We have been told during the discussion on those Papers that there are no "newer" responsibilities of architects. But those of us who can date back to the latter half of the nineteenth century will agree with me that the position of client, architect, and builder, to-day, is altogether different from that existing, say, forty or fifty years ago. An architect was not then subject to anything like the interference in the performance of his duties which unfortunately now too frequently prevails. The client obtrudes his views as to what should and should not be done by the architect which he would not think at all proper or desirable in the case of the lawyer or the physician; but I venture to say that the responsibilities of the architect, to-day, are quite equal to those attaching to the two learned professions I have named above. If the physician prescribes wrongly, the patient dies, and there is an end of the matter; but if the poor architect designs a building wrongly, or some defect occurs which he could not possibly have foreseen, the evidence is above ground, very much alive, and not dead beneath the earth. The lawyer, too, at times may give wrong advice, but it would be a little difficult to bring it to the front so easily as would be the case of the architect. The modern tendency is, unfortunately, to drift into *litigation*, with all its attendant costs, troubles, and anxieties.

Responsibility in building operations is increased, too, very largely by reason of the "rush" attending work which used to take its leisurely and safe course, with corresponding satisfaction to all concerned. I see in a recent issue of the *Journal of the Incorporated Clerks of Works Association* the report of a discussion which was opened at the meeting of the Association by Mr. Joseph Davies, upon "The Hurry of Modern Building: Some of its Causes and Effects." Mr. Davies pointed out that the introduction of Portland cement and constructional steel work facilitated this hurry, and he attached considerable importance to the freeholder's exactions as tending to promote this hurry because the leaseholder desired to get into occupation of the new building as soon as possible, having in view the heavy ground-rent he was paying. Mr. Davies stated that clerks of works suffered also—that under this "rush" it was almost impossible at times to get work done approximately well; that often the position of a clerk of works is inverted, and he has to stand, whip in hand, insisting upon getting work done at all—not well, but "get it done." Mr. Aitchison said that the "hustle" of to-day does not tend to good workmanship or substantial work. Mr. Williams pointed out that "girders, &c., are fixed while the work is green. Joinery work is very often

* JOURNAL R.I.B.A., 13th January 1912. † *Ante*, p. 537.

fixed while the surrounding work is in a moist state." Mr. Pitts said that in addition to the many other causes for "rushing" work, the "system of sub-letting was responsible more often than was generally suspected, and was, moreover, very difficult to prove while the work progresses." Mr. Denny said that "It is almost an impossibility to get as good work done under these exceptional conditions of day and night gangs, excessive overtime, and excessive staffs of workmen, as it is under normal conditions."

The above are the opinions of clerks of works, and those opinions are additionally valuable as to the mischief of hurry and scurry in building operations, because clerks of works are not so affected as clients, architects, and builders. The more serious results, however, of this regrettable modern necessity are that architect and builder are made responsible for defects which would not arise if a proper amount of time were allowed, first, for the studious preparation of the drawings and specifications, and, secondly, for an adequate time to build properly, allowing sufficient time between the trades for the work to approach some sort of dryness. When trouble does arise it is difficult to make Judges understand that very many tons of water are still in the walls and fire-resisting floors; that such water must get out somehow or other, and that it is not fair treatment to be compelled to go on with the plastering with walls and floors reeking with moisture, and, worse still, to have to fix well-seasoned joiners' work to wet plaster. It is difficult, too, to make Judges understand that the better seasoned the wood is, the worse is the effect of moisture upon it.

The trial of *Minter* v. *Waldstein* took place during the hottest summer experienced in England for many years; and I may be permitted to say that it would, in my opinion, be difficult to accord to Mr. Muir Mackenzie—the Official Referee who tried the case in the High Court of Justice—too much praise for the patience with which he listened to the exceedingly complicated points involved, and for the great grasp he showed of the highly technical matters raised in the case. His judgment occupies seventy-seven pages of closely-typed foolscap paper, and it took two and a half hours of rapid reading to deliver it. The trial lasted for thirty-nine consecutive days, commencing on 5th July and terminating on 18th August 1911, judgment being given on 20th October 1911. Counsel for the plaintiff were Mr. E. Lewis Thomas, K.C., and Mr. G. R. Blanco White; and Mr. Clavell Salter, K.C., and Mr. St. John Morrow were for the defendant. The plaintiff was the well-known builder of Putney, Mr. F. G. Minter; the defendant Professor Waldstein, of the University of Cambridge, his architect being Mr. F. W. Foster. The clerk of works was Mr. L. W. Green. The solicitors engaged in the case were Mr. T. Blanco White, for the plaintiff; and Messrs. Withers & Co., for the defendant. The architects who gave evidence for the plaintiff were Mr. F. W. Foster and Mr. Wm. Woodward; and Mr. H. T. A. Chidgey—the quantity surveyor—also gave evidence for the plaintiff. The architects who gave evidence for the defendant were Mr. John Murray, Sir Alexander Stenning, and Mr. E. B. I'Anson. The contract—which was in the form known as the "Institute Form"—was to make certain alterations and additions to a large country mansion in Cambridgeshire, named "Newton Hall." The total cost of the works, including many additions to the works included in the contract, amounted to the sum of about £21,000. The work was commenced in February 1910 and completed in September 1910, the defendant moving into the house a few days after 22nd September. (One month of this time was occupied in pulling down old premises.) Certificates, as usual, were given by the architect during the progress of the works, and on 20th January 1911 he issued a certificate for £2,750. On 7th February 1911 he gave a final certificate for £533, stating that the latter sum was the balance of the money due to the plaintiff, with the exception of £500, being the retention money under the contract, to provide for the making good of defects which might appear during the period of six months after the completion of the works.

The defendant, besides denying that he was liable to pay the sums last certified, pleaded

a counterclaim for damages and recovery of certain sums which he asserted were improperly included in progress certificates. Some 400 items were set forth by the defendant as those to which he objected; and the bill of variations on the contract prepared by the quantity surveyor, Mr. Stanbrough, occupied 327 pages. I mention these items to show that the trial had to take in a mass of evidence which otherwise could have been considerably reduced.

On 16th January 1911 the architect sent to the contractor a list of defects which had appeared in the work, including cracks in the partitions and ceilings, shrinkages of the woodwork, and defective painting. On 19th January 1911 the defendant's solicitors wrote to the architect asking him "not to give any further certificates of any kind pending an investigation," and on the same date wrote to the plaintiff that the defendant was "extremely dissatisfied with the position, and we are looking into the whole transaction. Meantime Professor Waldstein will make no payment either on account of the existing certificate or any further certificate which we have requested the architect not to give." On the same day another letter was written by the defendant's solicitors to the architect, asking him for various drawings and documents, including the bills of quantities, to "assist them in advising the defendant as to his position." This the architect, on the same day, refused to do, and added, "With regard to the issue of further certificates I am willing to accede to your request, unless the contractor forces me to do so under the terms of contract." On 20th January the plaintiff did obtain from the architect the further certificate for £2,750 above mentioned, which he forwarded to the defendant, demanding payment of £4,250, with a statement that he would wait till the following Wednesday (the 25th) before taking further action.

A writ was then issued for the £1,500, this being the amount of a certificate issued on 9th January, and on 18th January the defendant wrote to the plaintiff declining to meet his certificate, referring the plaintiff to the defendant's solicitors. On 1st February this £1,500 was paid to the plaintiff, and the costs of the writ were afterwards paid. On 6th February 1911 the writ in this action was issued for the £2,750 certified on 20th January. On the same day the defendant's solicitors wrote to the plaintiff's solicitors that the "defendant would claim that a considerable amount of work was not authorised by him directly or indirectly, and that a very considerable amount of the work was defective, and that the amount which the defendant would decline to pay under these two heads would exceed the amount certified by the architect and alleged to be due to the plaintiff."

On 9th February the architect wrote to the defendant that he had issued certificates to the contractor for sums amounting to £20,783 in all, leaving the sum of £500, which was the amount of the retention money, and that this balance "I consider amply covers us for any defects or reparations which we may call upon the contractor to put right."

On 10th February the defendant's solicitors wrote to the architect and to the plaintiff, stating, in effect, that the architect had on 20th January ceased to be architect under the contract.

On 6th March 1911 the defendant wrote that he had appointed Mr. John Murray to be the architect under the contract.

The defence was delivered on 23rd March 1911 denying indebtedness, and that "the architect had not power to give the certificate, his authority to do so having been revoked by the letter of 19th January," that "numerous variations had been made from the contract drawings and specifications by the plaintiff without defendant's authority," that "the work done and materials supplied under the contract, and in respect of the said extra works, are defective and unsuitable, and not in accordance with the terms of the contract," and that "the prices charged by the plaintiff for the prime cost items in the specification and the extra works are excessive."

On 28th June 1911 the plaintiff delivered his reply. He pleaded that "all variations

from the original work were by order of the defendant, or with the authorisation of the architect; that the plaintiff was only liable to make good defects, under Section 17 of the contract, on receiving notice, and that no such notice was given; that under the contract the measurement and valuation by Mr. Stanbrough of the additions and omissions was conclusive; and that a set-off of so much of the two sums of £533 and £500 (already mentioned) as may be necessary to make good shrinkages and defects in the work might be made." A counterclaim for payment of the balance was set up.

The above is, substantially, the history of the case down to the trial by Mr. M. Muir Mackenzie, and some important points, as affecting client, architect, and builder, are involved.

Dismissal of the Architect.—Mr. Muir Mackenzie finds that the authority of the architect to give the certificate dated 20th January 1911 had not been previously revoked; that the architect was, on that date, the architect for the purposes of the contract, and that he had authority to give the certificate. The defendant alleged that the letters of 19th January operated to determine the architect's employment and his authority to give a certificate after that date. Mr. Muir Mackenzie raises the question whether an architect can be effectively discharged from his office by the employer alone; and he quotes cases bearing on the point. It seems that the architect, being the one agreed upon between the parties—*i.e.* client and builder—cannot be discharged by the employer. The defendant placed reliance on Clause 3 of the contract, which provides for the nomination by the employer, subject to objection by the contractor, of a fresh architect in the event of the death of the one named in the contract, or his ceasing to be the architect for the purposes of the contract; but Mr. Muir Mackenzie decided that that clause did not operate. There is an important matter, however, involved in this decision of Mr. Muir Mackenzie's, and that is that an architect's certificate might not be justifiably held to include for work outside the work contemplated in the contract. But although he is not, to my mind, so clear as he usually is, I gather that he decides that " in regard to all extra work ordered, either under the contract or in circumstances which created in the defendant a liability to pay for it, the provisions of the contract as to payment were to be observed, *i.e.* that on the one side defendant was not until completion of the whole work liable to pay except on the interim certificates of the architect, and then only for the amount certified, and that on the other side the certificates were to include the price of all the work ordered as above mentioned." He therefore decided that the contention failed, which I presume means that in this particular case the architect *was* justified in issuing certificates for work which, although not specifically included in the contract, were executed with the cognisance of the employer, and were therefore subject to all the conditions of the contract.

Position of the Quantity Surveyor named in Clause 13 *of the Contract.*—This clause specifically names a surveyor who is to measure and value all authorised extras and omissions, and provides for a copy of the bills to be given to the contractor. Mr. Muir Mackenzie decides on this point that, where the particular surveyor named in the contract has measured and valued additions for which the defendant was liable, under the contract, or an omission properly authorised, then such measurement and valuation are decisive. There did not appear to be, to my mind, much ground for doubt on this Clause 13, but, as it is not infrequently the case that builders employ a surveyor to measure and value for them the variations on the contract, it is well to bear in mind that the ultimate decision on these matters rests with the surveyor named in the contract.

The Clerk of Works.—The authority to be exercised by a clerk of works on a building is a matter of importance to architects and builders. We must not run away with the idea that because some of us have never experienced any trouble as regards the position of the clerk of works on the building that therefore we never shall. The case of *Minter* v. *Waldstein* shows that we cannot be too careful in all matters relating to the contract, and

that lawyers and Judges put upon subjects, which we thought quite clear and simple, interpretations which may, and do, involve all parties in much trouble, anxiety, and cost.

The clerk of works in this particular case gave many orders and directions, probably by the architect's authority, which were obeyed, as usual, by the foreman of works. Mr. Muir Mackenzie decides that the clerk of works had no power or authority, of himself, to authorise or permit the contractor to disregard Clause 7 of the conditions of contract.

Clause 7 provides that all materials and workmanship shall be of the respective kinds described in the specification, and therefore the clerk of works has no power to deviate from this condition without the express orders of the architect, and then it is no doubt necessary that any such deviation shall be confirmed by the architect to the contractor in writing. Clause 11 of the contract states that the clerk of works shall be considered to act solely as inspector, and under the architect, and the contractor is to afford him every facility for examining the works and materials.

The Alleged Defects.—I think I may say that the most important part of this case was the alleged defects in materials and workmanship; and no doubt there were such defects in the building. Mr. Muir Mackenzie had to decide whether the architect and the clerk of works were, or the plaintiff was, responsible for such defects, and in what manner they were to be made good.

The defendant complained, amongst other things, of the timber in the floors and roofs: that it was not in accordance with the contract, but was inferior and deficient, to the detriment of the stability of the building; that the floors and partitions were constructed in violation of the contract, and were defective in strength and stability; that the joinery was bad; that the roof was bad, and made of bad materials, and was of inferior workmanship, and not as designed and specified; that the system of drainage was not laid as designed and specified, and was badly constructed with bad materials.

The evidence brought before Mr. Muir Mackenzie on these alleged defects was of the most contradictory character. Apart from the other evidence given, that of the architects giving evidence was in direct issue. I, for the plaintiff, stated that, with the exception of certain small items of defects in floor partition, and roof construction, for which in my opinion the plaintiff was not liable, the defects in the house were those which one expects to find in most new buildings; that these defects were, in this particular case, intensified by the wet season of 1910 (the year in which the work was done), and by the abnormal heat from the abnormal number of radiators which the defendant requested to abnormally warm his house. I further said that the defects due to the plaintiff under his contract could be all made good in a month, and at much less cost than the £500 which was retained in hand, in accordance with the contract, for the very purpose of meeting such defects.

Mr. John Murray, Sir Alexander Stenning, and Mr. E. B. I'Anson, for the defendant, stated that the defects were due to bad materials, bad construction, and bad workmanship, and in violation of the terms of the contract and of the specification; that no such making good as I had mentioned would be sufficient; and that the new building was in a dangerous condition, should be completely gutted, and the interior reconstructed with materials and workmanship in accordance with the contract and specification.

Mr. Foster, the architect of the building, gave evidence for the plaintiff.

On the completion of the building a list of defects was drawn up by the architect and forwarded to the plaintiff, who not only at once agreed to send down and make good such defects, but offered to go over the building again with the architect and add to the list any other defect which might be apparent. The plaintiff, however, was not allowed to proceed with the making good, and the action of *Minter* v. *Waldstein* was the result.

As regards the description for the timber, the specification was in the somewhat anti-

quated form which we all know. The timber was to be of "the very best description," and generally to be Memel, Riga, or Dantzic; sawn die square, free from shakes, large or loose knots, and to be thoroughly seasoned. The planks, deals, and battens were to be of Christiania yellow, and well-seasoned. The joists and rafters to be, as far as possible, foreign cut.

I stated in my evidence that I was not able to say where the timber came from, but that I had satisfied myself, by examination, that it was of the best quality, and as free as possible from defects. The evidence of the defendant's experts was to the effect that it was of very inferior quality and not obtained from the places specified.

On 30th March 1910 the architect wrote to the plaintiff calling his attention to the timber, stating that it was of inferior quality, and asking for its removal; but also stating that so long as the brand supplied was of good sound quality he would be satisfied; and, subsequent to this, no objection was made to any of the timber put in by the plaintiff.

Complaints have also been made by the defendant as to the *dimensions* of the timber, and also as to the *construction* of certain floors on the first story. The scantlings of joists had been altered, and the spacing-out of the joists was not as specified.

As regards the first floor joists, the plaintiff wrote to the architect on 29th March 1910 saying, "My foreman tells me that the clerk of works has instructed him to stretch the floor joists from 12 inches to 18 inches. Will you kindly look into this and see how it affects the span, and also if you consider the size of the joists specified will be strong enough for some of the spans we have to carry?"

The *construction* of the roofs may be said to have been entirely condemned by the defendant's witnesses. Spacing out of timbers, alterations in heightening certain portions of the roofs—under the distinct directions of the architect—and various other alleged defects were the subject of complaint on the part of the defendant. I stated in my evidence that the construction of the roofs was sound and sufficient.

Responsibility.—It is important now to consider upon whose shoulders the responsibility for all these alleged defects should rest, and Mr. Muir Mackenzie decides that, so far as the clerk of works is concerned, he (the clerk of works) had no power or authority, of himself, to authorise or permit the contractor to disregard Clause 7 of the conditions of contract. Mr. Muir Mackenzie quotes the case of *The London School Board* v. *Wall*, in which the builder sought to excuse deviations from the contract, in the matter of materials and workmanship, on the ground that they had the approval of the clerk of works, and another officer appointed on behalf of the building owner to look after the work. The Judge, in this case, directed the jury that the clerk of works, and officer, had no power to sanction such deviations, and that their sanction did not protect the builders.

Then as to the responsibility of the architect for the quality of the timber and general construction of the roofs and floors: did he by way of authorising or allowing the deviations excuse the plaintiff wholly or partly? In Mr. Muir Mackenzie's opinion the authorities show that, in a contract like this, the power of the architect to order or sanction variations does not empower him to authorise departures from the terms of the contract which involved the substitution, in the whole or part of the work, of "inferior" materials and workmanship for those prescribed and charged for in the contract price, so as to prejudice the strength and stability of the building. Another case is quoted by Mr. Muir Mackenzie (*R.* v. *Peto*), in which the builder, by express direction of the surveyor, omitted from the foundations some piling which had been specified, and, in another part of the building, filled in some spaces with broken material instead of the solid material specified. It was held that the surveyor's directions were no excuse to the builder; that the surveyor's power to vary or omit was limited to extra work to be done or work to be omitted, and did not extend to authorising the

substitution in the building of one class or description of work for another, especially where the substitution would affect the strength of the building.

Mr. Muir Mackenzie has therefore arrived at the conclusion that in this case the acquiescence of the architect in the wider spacing of the joists in No. 6 room, and his permission to the builder to supply timber of a description and quality inferior to that which the plaintiff contracted to supply, did not absolve the plaintiff from his obligation to fulfil the contract and specification in regard to the timber, or prevent the disregard of the specification and other conditions of the contract from being a breach of the contract, and Mr. Muir Mackenzie decides that in regard to the two matters above mentioned the plaintiff committed breaches of the contract.

Then as to the *roofs*—dealing with the quality of the timber, the raising of portions of the roofs with the acquiescence of the architect, and the spacing out of the timbers, and other matters complained of—Mr. Muir Mackenzie remarks that on one side the work generally was described to him in terms of unqualified "eulogy," and on the other side in terms of unqualified "condemnation," and also in terms of "moderate eulogy and condemnation." He refers to two of the architects of large experience who gave evidence for the defendant, and who described the roofs as having been "thrown together without any regard to good workmanship, and as very poor specimens of carpenters' work, as botching work, and as of very defective construction," as "moderate witnesses."

Mr. Muir Mackenzie has evidently been at very great pains to arrive at a just decision as regards these roofs. He finds that there are defects in them, and that they are less sound and well constructed than the roofs to which the defendant had a right under his contract, but that the plaintiff is not wholly responsible for the inferior condition, "some of it being the inevitable result of the change of design by the architect and the direction to the plaintiff to use the trusses and materials obtained from the roofs originally designed, and carry out the change of design as best he could," and Mr. Muir Mackenzie has treated the alteration to the twin roof "as part of a duly authorised variation." As regards some of the other matters of complaint, Mr. Muir Mackenzie considers that they were mainly due to the variations introduced by the architect, and the manner in which he required them to be carried out. Other alleged defects, which Mr. Mackenzie specifies, have not, he says, been established to his satisfaction.

Mr. Muir Mackenzie next deals with the defendant's attacks on the joinery as being bad in material and workmanship. He quotes the effect of Mr. Murray's and Mr. Ball's evidence on this as, shortly, that "all over the house mitres and joints have given and opened, that panels have opened from stiles, and that all the numerous defects of the kind are due to the wood of which the joinery was made having been bad, unseasoned wood, and to inferior workmanship."

I, on the other side, stated in evidence as regards the joinery that it was perfectly good, and that the openings of mitres, &c., referred to were all to be expected, and were not by any means unusual in new buildings rushed as this one was; that the better the seasoning of the wood the more these openings would show themselves, by reason of the wet in the building—wet brought out more rapidly by the abnormal heat in the house from the radiators to which I have before referred.

Mr. Muir Mackenzie states his opinion that as regards the "quality" of the wood, the onus of proving that it was inferior and unseasoned was on the defendant, and that he has not discharged it. Mr. Muir Mackenzie states that much that is properly complained of is due to the sinking of the floors and other parts, but that the amount of joinery which was defective in construction, when supplied, is not large.

Drainage.—Mr. Muir Mackenzie, as regards the drainage, treats the fact that the defen-

dant himself employed Mr. Usill (Engineer to the Sanitary Protection Association) to design and superintend the carrying out by the plaintiff of the system of drainage and water supply designed by Mr. Usill, as justifying the payment by the defendant of the plaintiff's account, less a sum amounting to £7 4*s*. 3*d*. to make good some defects.

General Complaints.—Mr. Muir Mackenzie then, at great length, deals with the numerous items of separate complaint, not included in those I have referred to; but the length of my Paper would be too great if I even attempted to *epitomise* the careful criticism which Mr. Muir Mackenzie devotes to these matters. I think I may fairly state that, on the whole, the plaintiff succeeded in establishing his case as regards all these very numerous items—some of which were very trivial, one being allowed at the price of 2*s*.

Results of Defects.—Mr. Muir Mackenzie finds that the weakness of the floors has produced fissures, and cracks, and sinkings and partings of joinery, and that it is necessary for the stability of the interior of the house that remedies of the kind described by the defendant's witnesses should be undertaken.

Mr. Muir Mackenzie very carefully points out that he has to find "what is the compensation to which the defendant is entitled from the plaintiff's default alone, and to inquire whether the condition of things is wholly attributable to the plaintiff's default." Having arrived at certain conclusions on the evidence, Mr. Muir Mackenzie then has "to consider the measure of damages in a case in which a builder has, by supplying work and materials inferior to those contracted for, broken his contract."

Mr. Muir Mackenzie sums up the important question of what would really be necessary to put the interior of the house into a safe and proper condition in accordance with the contract, as follows: "The works of remedy or reconstruction suggested by Mr. Woodward and Mr. Chidgey, by Mr. Foster, and by Mr. Murray and Mr. Ball, are, I dare say, all practicable, but those of Mr. Woodward, Mr. Chidgey, and probably Mr. Foster, would be insufficient to remedy the defects for which the plaintiff is responsible; and those of Mr. Murray and Mr. Ball would remedy a great deal more than the plaintiff is responsible for."

A matter of some importance was that the defendant claimed, in his damages, the cost, or some of the cost, of removing, storing, and bringing back his furniture during the works of repair of defects; and further the cost of employing professional assistance in the work of reconstruction or repair; but, on the authority of *Green* v. *Eales*, Mr. Muir Mackenzie disallowed these claims.

Power to order Extras.—Another matter of some importance raised in this case was with reference to what were, and what were not, authorised *extras*. The defendant's contention was, in effect, that no extra works could be charged for unless authorised by writing or drawings signed by the architect, or by a written approval after having been done. The plaintiff contended, in opposition to this, that he (the plaintiff) was entitled to be paid for all additional or extra work or materials which had in fact been ordered or sanctioned by the architect, or by the clerk of works, or by the architect's deputy or assistant, or by the defendant or his wife, or had been rendered necessary in consequence of variations so ordered or sanctioned. Clauses 12 and 13 of the conditions of contract deal with this matter.

On the construction of these clauses Mr. Muir Mackenzie found in favour of the defendant. The summing up of Mr. Justice Day in *London School Board* v. *Wall* is cited, in addition to other cases, in support of this view. The question as to how far the defendant could be held liable for extras of which, perhaps, he had no cognisance is dealt with as follows by Mr. Muir Mackenzie. He says: On the one hand, where an employer has protected himself by a written contract for a lump sum, the mere fact that he sees, sanctions, or permits, or discusses variations in the carrying out of the contract, does not impose on him a liability to pay any extra cost, unless he is plainly told, or must know from the circumstances

that the variations will mean an extra charge to him. Being, of course, ignorant of the details of the contract work, he is entitled to the protection of his contract. The cases quoted in favour of this view are *Lovelock* v. *King* and *Thausis Company* v. *McElroy*. But, on the other hand, it is equally the law that if an employer desires the builder to make alterations, and additions, and omissions, and sees extra expenditure being incurred upon them, of which he takes the benefit, he cannot refuse to pay on the ground that the expenditure was incurred without proper orders given for the purpose. The case quoted in favour of this view is *Hill* v. *South Staffordshire Railway Company*.

Discounts.—The question of discount from payments to sub-contractors also arose in this case. It appears that the condition in the bill of quantities is quite clear on the subject of provisional items supplied by firms, viz. "That the contractors must pay the amounts in full, and produce the receipts, before the amounts can be included in the certificates on which the defendant is liable." The defendant claimed to have a deduction of 5 per cent. from the account of one of the sub-contractors on the ground that if it had been paid promptly there would have been a discount of five per cent. of which the defendant would have been entitled to the benefit. Mr. Muir Mackenzie disallowed this objection, and added that he thought Clause 28 of the conditions of contract equally clear, and that only amounts which had been paid to firms and tradesmen could be included in the certificates. This Clause 28 differs from the above quoted condition in the bill of quantities, which latter provides for the production of the receipts of the sub-contractor by the contractor before the amount is included in the certificate. Clause 28 does not require the production of such receipt before a certificate is granted in which the amount is to be included, and this fact has caused, in other cases, much discussion between architects and builders.

A Few General Observations on the Case.—Many thoughts have obtruded themselves in my mind during the writing of the above paper, and I hope that many thoughts will arise in the minds of my hearers, which will result in their giving us the benefit of their views generally on the points which have arisen in this case, and add to our knowledge an account of any similar troubles in which they may have been involved.

It is of no use to cry over spilt milk, but I cannot help expressing my regret that the plaintiff was not allowed to do what he was perfectly willing to do, and in fact was bound to do under Clause 17 of the contract, and that was to go down and make good all defects which had appeared in the house before Mr. Foster was superseded by another architect. Whether or not what he might have done in the way of making good defects would have satisfied Mr. Foster or the defendant is another matter, but at least the plaintiff should have been afforded the opportunity to try.

As regards the responsibility for making good defects arising from faulty construction—construction designed or acquiesced in by the architect—it does seem to me most unfair that the result of this should be placed upon the shoulders of a builder. Mr. Muir Mackenzie has not, I think, laid down any clear and decided opinion as to this, but he rather judges each item on its merits. I have hitherto thought that, as regards defective materials and workmanship, the builder is responsible, but that as regards the mere carrying out of the designs and directions of the architect, the architect or the client was responsible for bad results. H.M. Office of Works deals with this particular matter in a manner to my mind quite fair. There is a clause in their contract which runs as follows: "But if any failure shall have arisen in the work, or any part thereof, by reason of a defect in the design of the architect, then the builder shall not be responsible for such failure, and the same shall be made good as extra work under Article 7 of these conditions if so required by the Commissioners."

There can be little doubt that the many actions which have been fought during the last

few years have brought to the front responsibilities and troubles never before realised by architects and builders. Our present conditions of contract do not provide in any way clearly for the settlement of these troubles, and it becomes, day by day, more urgent that these conditions of contract shall be revised, for the protection alike of client, architect, and builder.

DISCUSSION ON MR. WOODWARD'S PAPER.

Mr. Leonard Stokes, *President*, in the Chair.

Mr. H. D. SEARLES-WOOD [*F.*], Chairman of the Practice Standing Committee, said he had great pleasure in proposing a vote of thanks to Mr. Woodward for his excellent and impartial analysis of the important case decided by Mr. Muir Mackenzie. With regard to the discussion of the other papers, it had been thought better to keep back publication until Mr. Woodward's Paper had been read, so as to include all in one issue of the Journal. This would form, he thought, a very useful *vade mecum* for architects. He should like to suggest that the Council refer this important discussion to the Practice Standing Committee with a view to their drawing up a short guide to modern practice. Such a work would prove of the greatest service to the profession.

Mr. HENRY T. HARE, *Hon. Secretary*, seconded the motion.

Mr. MAURICE B. ADAMS [*F.*] said they could not express their thanks too warmly to Mr. Woodward for the analysis which he had so carefully prepared for them of this important case. He did not know whether any remarks would be permissible which did not exactly apply to this particular case, but newer difficulties than those described were arising more and more in the practice of their profession, and some measures ought to be taken to deal with them. He referred more particularly to the system which prevailed among engineers and architects, for specialists to be called in to prepare schemes for the use of ferro-concrete, and then for the specialists to seek out contractors to carry out their work, they themselves undertaking to be responsible as designers for defects resulting from any fault in the matter of design or from the use of insufficient materials, and the contractors being liable for any deficiency in the materials they supplied and for the manner in which the work was carried out. With this divided responsibility it was extremely difficult to ascertain who was really responsible. He had in mind a case where a structure erected for a Corporation did not properly fulfil the objects for which it was built. The specialists said that if they were called upon to do the work again they would design it exactly as they had done. The contractors, men of high reputation in their line, said, "If you can show us where the work is wrong we will put it right." The discussion seemed likely to lead to a similar case to that which Mr. Woodward had described, and enormous expense would have been involved. But in the end the employers paid £100, the specialists paid £100, and their contractors paid £100, so the whole matter was put right for £300, and probably, in that way, an expense of from £1,500 to £2,000 was avoided. Could not something be done to fix the responsibility more closely? Imagine a young architect having to deal with an experienced contractor and a very capable specialist, each contesting liability. The architect has the interests of his client to consider, but very often he enters into such responsibilities as these which he ought never to have undertaken. The speaker thought it very desirable that some definite scheme should be decided upon so that this difficulty could be fairly and squarely met.

Mr. G. A. T. MIDDLETON [*A.*] drew attention to the mischief caused by the use of antiquated clauses in specifications—for instance, a certain timber would be specified which it was practically impossible to obtain. The use of these antiquated clauses seemed very common in the provinces; young men apparently simply copied them from the specifications of their principals, and so they were perpetuated from generation to generation. He thought it should be impressed upon architects all over the country to bring their specifications up to date, particularly in such materials as timber, steel, and cement.

Mr. W. HENRY WHITE [*F.*], in supporting the vote of thanks, said that Mr. Woodward's clear and lucid description of the case would be of the greatest value to architects. He hoped that the various Papers brought before the Institute through the instrumentality of the Practice Committee, together with the discussions thereon, would not be allowed to drop into obscurity, but that advantage would be taken of them for the benefit of the younger men, particularly with regard to specifications. He thought a Committee should be appointed by the Institute—either the Science Committee or the Practice Committee—to bring the obsolete clauses of specifications into line with modern practice. The text-books were still very deficient in the practical information required for everyday work. The Committee he was suggesting should thoroughly revise all clauses in the specifications so that they might have a reasonable standard to work to. He hoped Mr. Searles-Wood's suggestion as to the preparation of a guide to modern practice would be taken notice of and

adopted. With regard to arbitration clauses, it was rather a mystery why these should be so weakly worded as to enable litigation to crop up before the arbitrator had heard the case and given his award. If arbitration clauses were so worded as to make it a condition precedent to a law case that the matter should go to arbitration, much of this expensive litigation would be avoided.

THE PRESIDENT: I have heard it stated that it is cheaper to go to the Law Courts than to arbitration.

MR. WHITE: That is one of the points that requires attention in the wording of our contracts. Arbitration should be cheaper than the Law Court.

MR. HERBERT A. SATCHELL [*F.*] endorsed the remarks of previous speakers with regard to specifications, especially those dealing with timber. Specifications of timber, he said, were hopelessly out of date. Architects were generally blamed for that, unfairly he thought, because if there was one subject more difficult than another to find out about, it was about timber. Until recently he believed he was right in saying that there was not a single text-book on timber from the timber merchant's point of view. Architects' offices were inundated from year's end to year's end by thousands of pamphlets—which, of course, went into the waste-paper basket—but there was scarcely one which gave an architect, in a way which would appeal to him, an idea as to what timber was in the market and was obtainable. Therefore if an architect specified sizes which were no longer imported, brands which for one reason or another were not available, the architect could scarcely be blamed, for a busy man would have no time to keep on going to the docks and ascertain for himself what could be obtained. And the timber journals were not easy to understand; they were full of miscellaneous matter which the architect did not want. So if the Institute could convey to those concerned a statement suggesting the advisability of posting up architects as to the timber it was reasonable to specify, great assistance would be rendered to the profession, and there would be less excuse for the mistakes which were now made. Many specified that the very best timber only shall be used, and the same specification was made to apply to the cathedral and to the cottage. Obviously, when such a specification was in question in the Law Courts, the Judge did not feel any sympathy with the architect who expected in a close-cut competition job for small work the same class of material which would be called for in the case of a building of national importance.

THE PRESIDENT: Is it a fact, as Mr. Woodward states, that the better seasoned the wood is, the worse it behaves in a new building? I can understand that it may be inferior if it is dried out, but not if it is well seasoned.

MR. WOODWARD: I should like the opinion of the meeting on that point. What I meant was that where the timber is well seasoned it is more receptive of dampness than wet timber. I was referring not to artificially-dried timber, where the goodness is taken out, but to well-seasoned timber. The latter soaks up neighbouring moisture quicker than timber just fresh from the docks and full of moisture.

MR. WHITE: If the timber is well seasoned it is dry, and the drier it is, the more absorbent it is. I have had cases of old houses that have been painted probably thirty or forty times in the course of their existence, and when the windows have been taken out during the wet season and the moisture has got into the building, the panelling has first of all absorbed the moisture and swollen, and then when the room gets heated and dry the shrinkages have been greater than in a new building. Timber will absorb moisture from a wet surface, and the greater the dryness of the wood and the heat, the greater will be the rapidity and extent of the shrinkage.

MR. WOODWARD: Mr. White's remarks remind me of an incident in my practice which I should otherwise have forgotten to mention. I was doing some work in an old hall in the New Forest. The panelling was stated to be at least a hundred years old, and it had not been painted for many years. We decided to paint it cream colour. Prior to re-painting it was washed well with water, with the result that Mr. White mentioned; there was $\frac{1}{8}$ of an inch all round every panel as the result of shrinkage from the receptive nature of the old wood, and we had to make good the shrinkage.

THE PRESIDENT: But wet makes wood expand as a rule.

MR. SEARLES-WOOD: All wood is hygroscopic. It expands first; you put on the paint, and it shrinks afterwards.

MR. SAXON SNELL: When bad timber shrinks it also twists, whereas good timber only shrinks.

MR. WHITE: In addition to that, badly seasoned timber will rot, but well seasoned timber, although it may shrink, will not rot and cause other defects. If you paint over skirtings of badly seasoned timber, you will probably get dry rot.

MR. J. OSBORNE SMITH [*F.*]: I gather that much of the trouble in *Minter* v. *Waldstein* came about because the builder unwisely carried out the instructions of the clerk of works in regard to variations, instructions which he had, apparently, no authority to give. If the builder had not varied the work without getting orders from the architect in accordance with the contract, trouble would probably not have arisen.

MR. SNELL: It is the architect's duty to make proper specifications and to take time to see that the work is properly carried out. He should not leave the work so much in the hands of the clerk of works.

MR. H. HARDWICKE LANGSTON [*A.*] said that it seemed to him that it was not a question of

newer responsibilities for architects, but that architects were finding themselves in a new position. Such matters as those pointed out were not newer responsibilities. The public were beginning to understand what the architects' responsibilities were, and were going to make them suffer for their faults. It therefore behoved architects to pay more attention to their duties.

MR. C. A. GEEN [*A.*] agreed with the last speaker that the responsibilities brought home to the architect in the case of *Minter* v. *Waldstein* were not new responsibilities at all; they were as old as the Roman law, and had always been the responsibilities of architects in this country. Such cases, however, frequently disclosed responsibilities which were not understood before. In this case Mr. Minter proved that he had extras to the extent of about £4,000 ordered by the architect or by the owner, and the architect gave his certificate for these extras. That, as he understood, was what the statement of claim disclosed. But the defendant said that the architect's certificates were given after the revocation of his power and authority; also that the work was to be first-class work, whereas the work was very poor work, as shown by cracked walls and such like defects. The question was whether those two answers disclosed a good defence to the claim. If so, Mr. Minter was entitled to judgment. Did the contract say that the certificates were to be given by the architect for the time being? Or that they were to be given by the architect named in the contract and no other architect? There was a difference between these two, and the point could only be decided by reference to the contract itself. With regard to the agency, did the architect have power and authority to order extras? It would be astonishing to some architects to learn that the architect had prima facie no authority to order extras; but the owner could give him such authority. The owner was under no liability for extras ordered by his architect just because he had employed the man as architect and as architect alone. If it were otherwise it was obvious that he would be giving the architect power, as had already been said, to ruin him by ordering expensive extras. Supposing an architect had the owner's authority to order extras; it might be a limited authority up to £50 or £500 or £5,000, or it might be unlimited. It depended upon what the authority given to the architect was. What was the builder to do if he did not know the extent of the architect's authority? The builder knew the architect was an agent and not the principal, and the law assumed that he knew it, and that therefore it was his duty to inquire as to the extent of the architect's agency. When dealing with an agent we must inquire as to his authority, and the onus is upon us to do so. If the architect truthfully informed the builder of the extent of his authority, the architect could not be liable for goods ordered by him as agent. If the architect professed to act as agent for the owner, and was not authorised by the owner to order extras, the architect was himself personally responsible. He was responsible for the goods on a warranty of authority; he had warranted that he was authorised to order these extras. On the question of revocation of authority, where the agent was employed to enter into a contract involving personal liability and was authorised to discharge such liability on behalf of the principal, the authority was irrevocable as soon as the liability was incurred by the agent, that is to say, the consent of the owner and the agent was then necessary to revoke it. Since 1882 a deed could be executed by the owner giving a power of attorney for one year to the architect, and expressing in the deed that it was to be irrevocable during that time. Even then the power was only irrevocable in favour of a purchaser for valuable consideration, that is to say, a third party who had changed his position owing to his reliance upon the power of attorney. On the question of notice, the authority of an agent, whether conferred by deed or not, was determined by the principal giving to the agent notice of revocation at any time before the authority had been completely exercised. But where a principal represented that an agent was authorised, or that the architect was authorised, to act on his behalf, the principal was bound with respect to third persons dealing with the agent without notice of revocation or determination of authority. When an architect was discharged by the owner it was his duty immediately to inform his builder by giving him clear notice of such a fact, and if necessary naming the new architect. If the builder received no notice, he would be justified in believing the architect's employment to continue. This was called the doctrine of estoppel, which meant that the owner was stopped from denying that which he had held out to be the case. He had held out a person to be his architect, and therefore should give the builder notice of the architect's discharge. It followed that if the builder obtained the architect's certificate before he had notice of the architect's discharge, the certificate was good. But the architect would not do right in giving his certificate after his discharge, and would be personally liable to the owner if the owner were prejudiced by his giving it. On the question of discharge of the agent, one has to consider whether the owner himself could insist upon his architect continuing in his employment if the architect gave him notice that he would no longer continue as architect. And on this point no action at law was maintainable by the owner or his architect to compel specific performance of the contract of agency. The Court might, by injunction, restrain the negative breach of such a contract. If the architect agreed to be architect to the owner for a certain period, and also

said he would not be architect for any other owner during that period, the Court could say, "We cannot compel you to continue being architect during that period, because you might do your work so badly that it would be worse than your discharge. But we can say that you shall not be architect for any other owner's building during that period." This was decided on the famous case of *Lumley* v. *Wagner*. Lumley was a theatre proprietor, and Wagner was a singer, and the singer agreed to sing at Lumley's theatre and no other. The Judges said: "We cannot compel you to sing at Lumley's theatre, because you may sing so badly that you will drive all the people away; but we can say that you shall sing at no other theatre." The builder's position had to be considered. If the architect was discharged, the question would arise between the owner and builder as to whether the latter entered into a contract upon or in consequence of his faith in the integrity and fairness of the architect. The builder might thoroughly distrust the first architect's successor. It was therefore important to know what the builder did when he heard of the change of architect. If he did nothing he would be held to acquiesce in the change. Whatever his opinion might be of the new architect, his safer legal course would be to send a letter of protest to the owner. On the question of negligence, if the builder said, "I built, as an extra, a wall where you told me to build a wall, and the exact kind of wall which you ordered to be built. If that wall cracks it is your fault; it is your sort of wall, not mine." If all these things were found to be true, it would seem to be a question to be fought out between the owner and the architect whether the latter was negligent, and who was responsible for it? The architect might clear himself by saying that he pointed out to the building owner the possible defects which might occur in the wall if built as the owner directed, but that the owner insisted on having the wall built as he wished.

THE PRESIDENT, in putting the vote of thanks, said that Mr. Woodward's Paper was a most admirable one, and the case he had dealt with was full of puzzling points. He wished that it had never arisen. Such cases were very unfortunate, and it was to the interest of everyone to try and avoid them, because when once they got into the clutches of the law, or even of arbitrators, it was very hard to make them understand exactly how the matter stood, and the judge or arbitrator would perhaps fly off at a tangent and fix on the wrong point, the award would be issued, and a decision be obtained which would be looked upon as final and binding and likely to help them in a future case. But it would be found that the case did not help them at all, because it could not be made to fit into circumstances which were even slightly different. Hence, architects were apt to go wrong if they were too obstinate about their exact rights, and as to what could and what could not be done under the law. If the client would agree, and the builder would agree, it was advisable for the architect to meet the case in a good give-and-take sort of fashion, and to come to some sort of agreement instead of fighting. It was unfortunate when a builder made a bad job, but the law did not make it better as a rule; the bad job still existed and would have to be put right, and it cost more for the lawyers to put it right than to get it rectified in the ordinary way. He had noted Mr. Searles-Wood's suggestion, that the Council should ask the Practice Committee to put their heads together and see if some sort of guide could not be compiled from recent cases to help young architects in their practice. The idea seemed a good one, but they must be careful how they laid down hard-and-fast rules to guide young men, because cases varied so much with different conditions. Young men posted up in these rules might try to force matters, and then, if other points arose which were not provided for, litigation would ensue, and everyone would be worse off than if he had not known quite so much; it would be a case of the old saying, "A little knowledge is a dangerous thing."

MR. WOODWARD, in reply, said that with regard to the spacing of the timber it would seem that the clerk of works had exceeded his authority. But it was urged on behalf of the builder that although the spacing was different from that specified, still the actual quantity of timber used was practically equal to the amount specified. It was not a question of using less material than was specified, but whether the method of spacing out did not tend to make the floors dangerous, or at all events liable to sag. A very important point had been raised by Mr. Geen with regard to agency. He (Mr. Woodward) had always understood that the architect, as the agent of the employer, had the power to pledge his client's credit practically to any amount. In *Minter* v. *Waldstein*, the Official Referee, Mr. Muir Mackenzie, said that if the extras ordered were for the benefit of the structure, then the architect was justified in ordering those extras. But whatever the order was, if it was injurious to the structure, as in the case mentioned—where, for example, if the specification was for a wall to be built in Portland cement and the architect ordered it to be built in mortar—that would be an unjustifiable order, and the contractor would probably have to pay for it, although it was ordered by the architect. But if, on the other hand, the specification was for mortar, and the architect ordered it to be of cement, that was a justifiable extra, and the client must pay. He had asked time after time in these discussions as to a definition of agency, but had never yet got a satisfactory reply as to the general power of the architect to order extras without the cognisance of the employer. And in this very case Mr. Muir

Mackenzie had left the point ambiguous. This was one of the things he should like cleared up—namely, as to the extent to which the architect was empowered to order extras for the benefit of the building. He was not sure, even after these cases, whether an architect was empowered to order extras outside the contract without the specific authority of his client.

A MEMBER: Do you know the Conditions of Contract?

MR. WOODWARD said he was well aware of the Conditions of Contract,* but it was the variation from the Institute Conditions that caused the trouble. He agreed with Mr. Langston and Mr. Osborne Smith that if architects did their strict duty these difficulties would not arise, and they would not get themselves into trouble. They knew now—and he thought they knew before—that the clerk of works had no power to order extras without the sanction of the architect, and that the builder ought not to carry out the instructions of the clerk of works. But it was done every day, and the value of such Papers as those read by the Practice Committee was to warn architects that they were too free-and-easy with regard to the carrying on of their works; it should also make them very careful not to order this and that without the client's knowledge. With regard to Mr. Searles-Wood's suggestion, he thought it a very good one, and he hoped it would be carried out. He also thoroughly agreed with the observations that had been made with regard to the mediæval character of the specification for timber. For himself he did not care at all where the timber came from, so long as it was good, sound, healthy material. It often happened that the timber specified had run out, and it was impossible to get it for love or money. Therefore it was ridiculous to put in these clauses, and he trusted that in that direction the specification would be altered. Cases such as that mentioned by Mr. Maurice B. Adams were certainly growing, and it was a subject which deserved the serious attention of architects; this throwing of responsibility from one to the other, from the ferro-concrete man to the contractor, might lead to considerable trouble, and the question would arise in what respect the architect himself might not be held liable for serious defects from such shifting about of contractorial relations. With regard to Portland cement, so called, that was a matter which should receive more care than it did on the part of architects. There was an enormous amount of so-called Portland cement from Belgium and Germany, and it was very inferior in quality. But it was used very largely in building works, and he trusted that now the eyes of architects were open to that fact they would see to it that every cask of cement had the name fairly stated on it. With regard to arbitrations, he had been in arbitrations conducted by lawyers, and in arbitrations conducted by architects, and his experience was that arbitrations conducted by architects cost very much less and were far better understood than those conducted by lawyers. The legal arbitrator could correctly define the various clauses in the specification, but he did not know, and was not perhaps expected to know, the difference between good and bad materials. All he said was, "You have specified that the timber is to come from Riga, and it must come from Riga. I do not care whether there is any to be got from Riga or not; but if you do not bring it from Riga you will have to pay for omitting it!" Whereas the architect, knowing that it could not be got, took it into serious account when making his award. He agreed with Mr. Langston as to the need for architects to pay more attention than they do sometimes to their specifications. In his own young days he always wrote his specifications himself, and his feeling now was that if the architect did not write his own specifications he was not so well up to his work on the building as he would be if he did. Therefore he would earnestly commend to the young men the necessity of writing their own specifications.

* Clause 12 of the Institute Form of Contract reads:—"The Contractor shall, when authorised by the Architect, or as provided by Clause 5, vary by way of extra or omission from the Drawings or Specification; such authorisation is to be sufficiently proved by any writing or drawing signed by the Architect or by any subsequent written approval by him, but the Contractor shall make no variation without such authorisation. No claim for an extra shall be allowed unless it shall have been executed under the provisions of Clause 5, or by the authority of the Architect as herein mentioned. Any such extra is hereinafter referred to as an authorised extra."

Antiquated Specification Clauses.

Mr. G. A. T. MIDDLETON [*A.*] writes:—

Following my few words at the Meeting on 3rd June, I should like to suggest the general adoption of the following specification for cement in modern work, viz.: "The cement shall be from an approved manufacturer, and every batch delivered upon the works shall bear his written guarantee that it complies in every respect with the specification of the Engineering Standards Committee for the time being in force." A similarly worded clause should suffice, in the majority of cases, for steel. Timber is more difficult to deal with, there being no definitely recognised standard, and different qualities being admissible in different classes of work. Would someone who is specially conversant with the subject come forward and suggest good clauses—not forgetting that American white-wood, and maple also, are often preferable to pine timbers for purposes for which the latter are now almost exclusively specified, often with the stipulation that they come from ports long closed to the timber trade?

9 Conduit Street, London, W., 15th June 1912.

CHRONICLE.

THE ELECTIONS TO COUNCIL AND STANDING COMMITTEES, 1912–13.

Scrutineers' Report.

To the Chairman of the Business General Meeting, Monday, 10th June 1912.

The Scrutineers appointed to count the votes for the election of the Council and Standing Committees for the Session 1912–13 beg leave to report as follows :—

1030 envelopes were received—389 from Fellows, 635 from Associates, and 6 from Honorary Associates.

The result of the elections is as follows :—

THE COUNCIL.

President.—Reginald Blomfield, A.R.A. (unopposed).

Past Presidents.—Sir Ernest George, A.R.A.; Leonard Stokes (unopposed).

Vice-Presidents.—*Elected* : Ernest Newton, A.R.A., 635 votes; A. W. S. Cross, 586; E. Guy Dawber, 576; George Hubbard, 558.

Not Elected : John W. Simpson, 526 votes; Walter Cave, 401.

Honorary Secretary.—Henry T. Hare (unopposed).

We received 1001 papers, of which 20 were spoilt and invalid.

(*Signed*) C. H. Brodie, *Chairman.* H. O. Cresswell.

Members of Council.—*Elected* : H. V. Lanchester, 780 votes; J. S. Gibson, 755; W. Flockhart, 719; E. A. Rickards, 698; Max Clarke, 694; W. A. Forsyth, 668; T. E. Cooper, 651; W. J. Tapper, 644; Wm. Woodward, 644; Wm. Dunn, 634; C. Stanley Peach, 629; Edmund Wimperis, 604; C. H. B. Quennell, 602; Sydney Perks, 578; W. Henry White, 558; F. R. Farrow, 546; A. W. Brewill, 520; S. Perkins Pick, 509.

Not Elected : W. R. Lethaby, 407 votes; Edwin T. Hall, 394; W. Curtis Green, 352; Maurice B. Adams, 328; Arthur Keen, 320; Edward Warren, 316; Sir A. Brumwell Thomas, 310; C. C. Brewer, 291; G. H. Fellowes Prynne, 280; P. S. Worthington, 279; H. P. Burke Downing, 277; Edgar Wood, 252; H. Wigglesworth, 221; Banister F. Fletcher, 184; W. H. Atkin-Berry, 183; J. B. Mitchell-Withers, 101; Robert Evans, 81.

We have received 1004 papers, of which 21 were spoilt.

(*Signed*) Wykeham Chancellor, George L. Crickmay, E. H. Bourchier, Horace J. Helsdon, John Borrowman, C. H. B.

Associate-Members of Council.—*Elected* : A. Needham Wilson, 673 votes; S. Warwick, 642; Alan E. Munby, 549; Edwin Gunn, 536; K. Gammell, 499; S. K. Greenslade, 411.

Not Elected : R. Atkinson, 386 votes; Digby L. Solomon, 354; H. Inigo Triggs, 262; W. H. Ward, 234; Stanley Hamp, 258; C. Wontner Smith, 214; G. L. Elkington, 156; F. R. Hiorns, 106.

We received 1001 papers, of which 35 were spoilt and invalid.

(*Signed*) J. Gordon Allen, Chas. Cyril Aesolom, W. L. Trant Brown, George F. Collinson, C. H. B.

Representatives of Allied Societies :—C. E. Bateman (Birmingham); John Brooke (Manchester); Arthur Clyne (Aberdeen); John Alfred Gotch (Northamptonshire); George Hastwell Grayson (Liverpool); William Milburn (Newcastle); Alexander N. Paterson (Glasgow); Ernest R. E. Sutton (Nottingham); Alexander L. Campbell (Edinburgh) (unopposed).

Representative of Architectural Association.—Gerald Horsley (unopposed).

[*The above form the Council.*]

Honorary Auditors.—John Hudson [*F.*]; W. H. Burt [*A.*] (unopposed).

ART STANDING COMMITTEE.

Fellows.—*Elected* : Ernest Newton, 757 votes; E. Guy Dawber, 691; Henry T. Hare, 676; Gerald C. Horsley, 660; E. A. Rickards, 653; William Flockhart, 616; John W. Simpson, 602; Thomas G. Lucas, 568; Walter J. Tapper, 527; H. H. Statham, 475.

Not Elected : Cecil C. Brewer, 474 votes; H. P. Burke Downing, 442; Edgar Wood, 399; Arthur T. Bolton, 362; Francis W. Troup, 339.

(*Signed*) Bruce Dawson, Henry W. Finch, Fredk. Osborne Smith, A. G. Gover, W. H. Ansell, Douglas Anderson C. H. B.

Associates.—*Elected* : Arthur Needham Wilson, 742 votes; Sidney K. Greenslade, 726; Septimus Warwick, 697; John James Joass, 673; Matthew J. Dawson, 601 Maxwell Ayrton, 597.

Not Elected : Charles L. Gill, 531.

We received 911 papers, of which 11 were spoilt and invalid.

(*Signed*) Bruce Dawson, Henry W. Finch, W. H. Ansell, A. G. Gover, Douglas Anderson, Fredk. Osborne Smith, C. H. B.

LITERATURE STANDING COMMITTEE.

Fellows.—*Elected* : Paul Waterhouse, 738 votes; R. Phené Spiers, 723; J. A. Gotch, 696; W. Harrison Townsend, 653; F. M. Simpson, 643; W. Curtis Green, 625; Edward Warren, 602; D. B. Niven, 515; G. H. Fellowes Prynne, 481; C. S. Spooner, 469.

Not Elected : P. L. Waterhouse, 451 votes; Sir A. Brumwell Thomas, 431; Theodore Fyfe, 388; A. R. Jemmett, 337; A. T. Taylor, 245.

We received 886 papers, of which 7 were spoilt and invalid. (*Signed*) W. H. Harrison, Ernest W. Banfield, E. Percy Archer. F. Banister, T. P. Figgis C. H. B.

Associates.—*Elected* : Walter Millard, 653 votes; A. J. Stratton, 610; W. H. Ward, 609; C. Wontner Smith, 559; Herbert Passmore, 496; H. W. Wills, 440.

Not Elected : C. E. Sayer, 385 votes; F. R. Hiorns, 325; W. B. Hopkins, 308.

(*Signed*) W. H. Harrison, Ernest W. Banfield, E. Percy Archer. F. Banister T. P. Figgis, C. H. B.

PRACTICE STANDING COMMITTEE.

Fellows.—*Elected* : Wm. Woodward, 631 votes; Max Clarke, 589; H. D. Searles-Wood, 534; C. Stanley Peach, 511; Sydney Perks, 509; A. Saxon Snell, 471; A. W. S. Cross, 469; George Hubbard, 465; W. Henry White, 426; Walter Cave, 411.

Not Elected: Matt. Garbutt, 372 votes; Henry Tanner, Junr., 361; H. Chatfeild Clarke, 332; John Hudson, 258; H. A. Satchell, 248; R. S. Ayling, 234; A. W. Moore, 232; F. W. Marks, 162; G. E. Nield, 149; H. P. Monckton, 106; J. M. Mitchell-Withers, 94.

(*Signed*) R. H. Mew, Ernest Bates, Alfred E. Biggs, W. Ernest Hazell, Lionel Barrett, C. H. B. J. Sydney Brocklesby,

Associates.—*Elected*: J. Nixon Horsfield, 580 votes; C. E. Hutchinson, 527; K. Gammell, 506; E. Greenop, 504; H. W. Cubitt, 490; H. Shepherd, 474.

Not Elected: H. Hardwicke Langston, 469 votes; H. A. Woodington, 399; P. W. Hawkins, 384.

We received 901 papers, of which 16 were spoilt.

(*Signed*) Ernest Bates, J. Sydney Brocklesby, W. Ernest Hazell, R. H. Mew, Lionel Barrett, C. H. B. Alfred E. Biggs,

SCIENCE STANDING COMMITTEE.

Fellows.—*Elected*: H. Percy Adams, Ernest R. Barrow, W. E. Vernon Crompton, Bernard Dicksee, William Dunn, F. R. Farrow, Ernest Flint, Horace Gilbert, George Hornblower, Professor R. Elsey Smith (unopposed).

Associates.—*Elected*: Alan E. Munby, 621 votes; Digby L. Solomon, 514; E. W. M. Wonnacott, 508; Charles J. Marshall, 484; Robert J. Angel, 473; G. L. Elkington, 464.

Not Elected: Ernest A. Young, 441 votes; Henry A. Saul, 371; W. R. Davidge, 346; James E. Franck, 251.

We received 884 papers, of which 30 were spoilt and invalid.

(*Signed*) Edward T. Powell, Fredk. Osborne Smith, W. E. Brooks, C. H. B. Joseph Seddon,

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Business Meeting, 10th June: Notices of Motion.

On the agenda of the General Meeting last Monday was a motion standing in the name of Mr. Sydney Perks, F.S.A. [*F.*], "That a full and proper report of the debate at the Annual General Meeting on the 6th May with reference to St. Paul's Bridge be printed in the Journal." On reaching this part of the agenda the Chairman (Mr. Leonard Stokes, *President*) announced that the Council had carefully considered the matter that afternoon and had come to the conclusion that it would be out of order for Mr. Perks to proceed with his motion. By-law 61 stated distinctly that proceedings at Business Meetings "shall be private and shall not be communicated to the public press without the written consent of the Chairman of the Meeting." It was therefore for the Chairman to decide as to the nature of the report to be published, or whether any report should appear at all. The report prepared for the Journal had been submitted to him (the President). He found that it had been very carefully done, that it was an admirable and quite sufficient record of what had transpired, and he therefore authorised its publication. Having exercised his discretion as Chairman the Council considered that the matter could not be reopened.

The Secretary, at the Chairman's request, read the material parts of By-law 61, and also the resolution bearing on the subject which was passed at the General Meeting of the 4th March last, viz.: "That every speech delivered at any Business Meeting shall be published in the Journal at the earliest date after the Meeting, subject only to revision by the author and to such editing as the Chairman of the Meeting shall think desirable, and that the Council be requested to take the necessary steps to carry out this Resolution."

Mr. Sydney Perks pointed out that the resolution was very definite. It stated that every speech should be subject to revision by the author. But he had been given no opportunity of revising his remarks, for he had never received a proof. The idea of the resolution was that a proof should be sent to the author to correct, and then, if there was any libellous matter, or any matter which ought not to be printed in the Journal, the Chairman should have the right to cut it out. There had been nothing libellous in his remarks, for he had merely quoted a letter of the President's in *The Times*, and the Institute's petition to Parliament. Why should these matters have been omitted from the report? He was raising this matter on a point of order, for the resolution of the 4th March had never been carried out.

The President: A resolution cannot override the By-law. I exercised the discretion allowed the Chairman under the By-law.

Mr. Perks: This resolution, then, is not binding?

The Secretary: The report is "subject to such editing as the Chairman of the meeting shall think desirable."

Mr. Perks: After the proofs have been submitted to the speaker.

The President: I understand that a proof of what was published was sent to you. Did you protest at the time?

Mr. Perks: I protested by saying that the only place for the so-called "proof" which I had received was the wastepaper basket. I give notice that I shall not let this matter stop here.

The President: The question is closed now, as far as I am concerned.

A second motion on the agenda was in the name of Mr. W. R. Davidge [*A.*] as follows:—

"That, having regard to the report of the Honorary Auditors for 1911 and to the state of the Institute finances, it is desirable, in the opinion of this Meeting, that a Committee should forthwith be appointed with power to inquire generally into the finances of the Institute and all matters relating thereto.

"The Committee to consist of three members of the Council and three members of the general body, with power to add to their number; the Committee to have access to all documents and the services of all officers and advisers of the R.I.B.A.; to make any inquiries they may deem advisable,

and to report in writing, with any recommendations, to the Council of the Royal Institute; the report to be issued with or printed in the JOURNAL and submitted for discussion at a Business or General Meeting of the Institute."

The PRESIDENT said that he had a similar announcement to make with regard to this motion as he had already made respecting the first. The Council considered the motion out of order. He would ask the Secretary to read the clause of the Charter empowering the Council to deal with the Institute Funds.

The SECRETARY read the first part of Clause 16 as follows:—

"The Council shall subject to such limitations or restrictions as By-laws may from time to time prescribe have the sole management of the income of the Royal Institute and also the entire management and superintendence of all the other affairs and concerns thereof . . . ."

The PRESIDENT: You have elected a new Council to-night, which will have the disposal of the Institute funds in your interest. Are you going to say, as this motion implies, that you distrust the Council?

Mr. DAVIDGE: If you take the first part of the resolution and omit the second it would be in order. I am not suggesting that the Council should not appoint a Committee.

The PRESIDENT: There is already a Committee in existence called the Finance Committee. It is one of the hardest-worked Committees of the Institute; every item of expenditure is carefully considered by them.

Mr. DAVIDGE: I do not wish in the least to cast a slur on the Committee.

The PRESIDENT: The Charter says the Council shall have control of the funds. Yet you want to appoint another Committee to control the Council or to inquire into or criticise its actions.

Mr. DAVIDGE: My motion has nothing to do with the control of finances. I bow to your decision on the control of the finances. My view is to leave the appointment of the Committee in the hands of the Council. But as the Council decline the compliment, I am prepared to submit to your ruling. The first part of my resolution does not contravene the clause of the Charter which has been read.

The PRESIDENT: The Council, I may mention, was quite sympathetic in this matter. It took us some time to make up our minds as to the right line to take, but in the face of the Charter we could come to no other conclusion. When your new Council comes into office its first duty will be to appoint sundry Committees from amongst its members, and one of the most important is the Finance Committee. Surely you ought to trust them to do what is best for the General Body.

Mr. DAVIDGE: I am content to leave it there, Sir. But I should like an assurance that this matter will be brought before an early meeting of the new Council.

The PRESIDENT: As to past expenditure?

Mr. DAVIDGE: No, as to the present state of the finances generally.

The PRESIDENT: The present Finance Committee is already seriously considering this question. Mr. Max Clarke, who is the Chairman of the Committee, will perhaps bear me out in that.

Mr. MAX CLARKE: Yes, the matter is receiving our most serious consideration.

The PRESIDENT: And the new Council, I am sure, will give it equally serious consideration.

Mr. DAVIDGE: I was not contemplating the new Council. What I had in mind was to strengthen the hands of the Council. Personally, I have every confidence in them, but I feel that they ought to co-operate with the General Body more than they do. I have put down the motion in its present form not with the intention of finding fault with anything they have done, or of picking holes in regard to the past, but with the idea of finding out what the weak spots are, and of strengthening the hands of the Institute so that this big deficit may be wiped out. And I suggest that a business-like Committee should be appointed to weigh up the *pros* and *cons*.

The PRESIDENT: Will it help you at all if I say publicly from this Chair that any member of the Institute can have full access to any document in our possession; or, if he does not care to come and rummage amongst the archives, if he likes to ask questions that they shall be answered, and that any suggestion members may see fit to make shall be referred to the Finance Committee for consideration?

Mr. DAVIDGE: Yes, that is satisfactory; but we do not want the Committee to be hampered with the questions of individual members. And that is why I framed my motion in such a way as to satisfy everyone. It would be well to have outside opinions sometimes. I have heard from all quarters of this discontent, and it is not a healthy discontent. Much of it is unnecessary, and I suggest that the Finance Committee should make some sort of report which can be communicated to the General Body.

The PRESIDENT: I think I can pledge the new Council so far as to say that they will, as soon as possible, issue a report upon the matter.

Mr. DAVIDGE: Thank you very much; I accept that. (Applause.)

Mr. NEEDHAM WILSON, member of the Finance Committee: For the further information of Mr. Davidge I may say that the finances have been receiving, by direction of the Council, the most careful and thorough consideration of the Finance Committee for some considerable time. A report will be made to the Council in due course, and they will deal with it in any way they think fit.

The PRESIDENT: And that will be to make it public to the General Body.

Mr. DAVIDGE: I am sure if the Council do that, it will be most satisfactory to the General Body.

The PRESIDENT: I should like the meeting to understand that we do not want to shirk our responsibilities. But we have to be careful not to create a precedent which might on some future occasion be very embarrassing to the Council. If the General Body were in a position to say "The last time we made a fuss the Council appointed a Committee. Let us make another fuss and get another Committee appointed to supervise the Council," the Council could never go on. You would never get self-respecting men to sit on the Council if their work was liable to be overhauled by a Committee in this way. Though I personally shall not have much to do with the question in the future, I think the new Council will carry out the promise I have made on their behalf.

The meeting then terminated.

A New Allied Society.

The Council, in the exercise of its discretion under By-law 78, have admitted the New Zealand Institute of Architects to alliance with the Royal Institute.

A Piccadilly Façade.

In a letter to *The Times* of the 1st June, Mr. John Belcher, R.A. [*F.*], writes:

SIR,—To those who take a keen interest in the development and improvement of our street architecture the condition of the Piccadilly façade of the Piccadilly Hotel is a cause of astonishment and anxiety.

For nearly twelve months the building at the east corner has been partially demolished and the work left at a standstill. In a letter to the Press the architect states that this delay has been caused by an effort to come to some arrangement between the hotel company and his client to rebuild this eastern corner in such a way as to correspond or balance with the western corner, but these negotiations have fallen through. It is obvious that if the building is to be erected without any consideration of the portion already completed the result will be disastrous and this important locality will present a discreditable appearance.

At the inaugural meeting of the London Society the Earl of Plymouth reminded his hearers how the good citizens of Florence assembled together in their chief square to signify their approval or otherwise of the design for any proposed new building. A meeting in Trafalgar Square may not be necessary in the present case, but the Society might do well to express its views on the importance of adding this essential feature for the completion of the hotel façade so as to provide the necessary abutment to the existing open colonnade.

There can be little doubt that the Crown authorities have done their best to bring about this object, but they have been so far unable to obtain the consent of the hotel company to carry out the building on these lines, though it is difficult to understand the point of view of the objectors to such an obvious advantage to the building as a whole and to the amenity of the neighbourhood generally.

May I be permitted to suggest that the parties agree to appoint an arbitrator who should decide upon the manner in which the desired object can be secured while preserving the respective rights and requirements —and, if necessary, to adjust the value of any material loss incurred by either side?—Yours faithfully,

JOHN BELCHER.

The possibility of the disfigurement of an important thoroughfare by the perpetration of such a blunder as that contemplated in Piccadilly was one of the anomalies referred to in Mr. Raffles Davison's Paper read at the inaugural meeting of the London Society last month. The Society is justifying its existence by taking up the question, and the following letter in support of Mr. Belcher's views appeared in *The Times* on Wednesday, signed by the Earl of Plymouth [*H.A.*], Vice-President of the Society, Sir Aston Webb, R.A. [*F.*], member of the Council, and Mr. David Barclay Niven [*F.*], Chairman of the Executive Committee:

SIR,—The Committee of the London Society has seen with much interest Mr. Belcher's letter in your issue of the 1st inst. relating to the Piccadilly façade, and desires to express its entire agreement with the views therein put forward.

As your readers know, a great rebuilding scheme is in progress on Crown property in Regent Street and at the east end of Piccadilly, covering the whole of the ground between the Piccadilly Hotel and Piccadilly Circus.

The new frontage to Piccadilly under this scheme will extend for about 500 feet, and if the Piccadilly Hotel façade, at present unfinished, be completed as designed, it and the new block will make a noble addition to London's architecture.

The situation is in the heart of the Metropolis, and the hotel has been built with a fine elevation to Piccadilly designed by one of our leading architects, consisting of a centre and two wings, of which the centre and one wing have been built. Now, though it seems difficult to credit it, the other wing is being erected of a totally different design, height, and proportion, an outstanding instance of our want of sense of architectural fitness and effect.

If this course is persisted in a serious blunder will be committed; how serious will not be realised by the public until the scaffolding comes down, and then, as is usual in these cases, it will be too late to do anything, during the lifetime of the present generation at any rate.

It is with the object of calling attention to Mr. Belcher's letter and to the need of rousing public opinion on the necessity for some general control over the architecture of our streets that we are asking you to insert this letter.—Yours faithfully,

PLYMOUTH.
ASTON WEBB.
DAVID BARCLAY NIVEN.
Chairman of Executive

The London Society.

The Executive Committee of the London Society has been appointed as follows:—Mr. David Barclay Niven [*F.*], *Chairman*; Messrs. S. D. Adshead [*F.*], Herbert Batsford, J. W. Bradley, Arthur Crow [*F.*], T. Raffles Davison [*H.A.*], F. Douglas Fox, J. Hutton Freeman, Vincent Harris, Albert H. Hodge, Brook Kitchin [*F.*], W. L. Lucas, Beresford Pite [*F.*], G. Stevenson [*A.*], Carmichael Thomas, R. G.

Todd, Raymond Unwin [*F.*], Paul Waterhouse [*F.*], Maurice Webb, W. Willett, B. W. Young, and T. H. Mawson [*H.A.*]. The names of members of the Council were given in the last issue [p. 528].

National Art-Collections Fund: Some Recent Additions.

The National Art-Collections Fund has recently been instrumental in securing for the National Collections an early Georgian panelled room, removed from an old house, No. 27 Hatton Garden, which stood on the site of the garden of Hatton House, Holborn, built by Sir Christopher Hatton, Lord Chancellor in the reign of Queen Elizabeth. The house itself was erected in 1729–30 by one Thomas Milner on land leased from Viscount Hatton, and it was pulled down in 1907. The panelled room after its removal was exhibited in the Palace of Decorative Art at the Franco-British Exhibition, and in the spring of the present year it was purchased by the National Art-Collections Fund, with the aid of a body of subscribers, and presented to the Victoria and Albert Museum. The carved portions of the panelling, which is of dark pine, are of an elaborate nature, especially on the mantelpiece, wall cupboards, and doorways. The whole room, which is a fine and characteristic example of woodwork of about 1730, is attributed to the architect James Gibbs (1682–1754). It measures 23 feet by 22 feet, and will shortly be erected in Gallery No. 56 in the Victoria and Albert Museum.

Another gift through the same source is a Gothic livery cupboard of oak, formerly belonging to Arthur Prince of Wales, eldest son of Henry VII. The cupboard was discovered quite recently in a Shropshire farmhouse. The farm from which it came lies between Tickenhall (or Ticknell) Manor, Bewdley, built by Henry VII. as a residence for Prince Arthur, and Ludlow Castle, on the borders or Marches of Wales, where the Prince also held his Court, and in which in 1502, only five months after his marriage with the Spanish Princess Catherine of Aragon, he died, in the sixteenth year of his age. The front of the cupboard is carved with openwork panels of Perpendicular Gothic, with the letter A, and with two single ostrich feathers, as they appear on Prince Arthur's Chantry in Worcester Cathedral. In spite of its age and vicissitudes the piece is in remarkable condition and retains much of its original vermilion colouring. This interesting relic has been purchased by Mr. Robert Mond for the collection of English furniture in the Victoria and Albert Museum, to which he is offering it as a gift through the National Art-Collections Fund. Its height is 5 feet 4 inches; width, 4 feet 1 inch; depth, 2 feet.

The National Art-Collections Fund has purchased for presentation to the National Gallery of British Art, at Millbank, the original plaster model, by Alfred Stevens, for the semi-circular top of the mantelpiece in the saloon at Dorchester House. In the centre of the model is an empty circular space enclosed by a rich wreath of leaves tied with ribbons, the ends of which are shown, in the mantelpiece itself, against a background filling the circular space in the centre. The wreath is supported by two winged female figures with the legs and tails of beasts. This centre portion stands out in relief against a blue background, the whole being recessed under a broad, flat, semi-circular border. The saloon mantelpiece at Dorchester House is executed in Carrara marble and consists of an entablature shelf, supported by a pair of consoles on each side, with a large frame for a full-length picture (by Vandyck) above it. At the summit is the semi-circular panel for which Stevens made this model. The model measures 2 feet 6 inches (in centre) by 4 feet 6 inches.

Obituary.

Daniel Hudson Burnham, of Chicago [*Hon. Corr. M.*], who died at Heidelberg a few days ago, was a native of Henderson, New York, where he was born in 1846. In 1856 he removed to Chicago, where he received most of his education and undertook special studies in architecture. At the time of the great fire he was engaged as assistant with the firm of Messrs. Coster, Drake, & Wright, who had a large share of the rebuilding of the city. Mr. Burnham gained his reputation by his success in planning several of the leading business buildings in Chicago, where he established the firm of Burnham & Root in 1872. He and his partner contributed largely toward the adoption of the "skyscraper" as the normal type of office-building in the largest American cities. In Chicago itself they designed the Temple, the Masonic Temple, the Illinois Trust Bank, the First National Bank, the Railway Exchange, the Great Northern Hotel, Marshall Field's retail store, and the Ashland, Fisher, Reliance, Rookery, and Stewart buildings. He was an honorary graduate of Harvard and Yale Universities, and in 1894 was elected President of the American Institute of Architects. He first came prominently to the front as supervising architect of the Columbian Exhibition, better known as the "World's Fair," held at Chicago in 1893. In his capacity as Director of Works he arranged for the control of the scheme by a Board of Architects and for the assignment of the different buildings to different architects. His skill in dealing with architectural problems on a large scale led to his appointment as Chairman of the National Commission for Beautifying the Capital City of Washington. In conjunction with Messrs. F. L. Olmstead, jun., C. F. McKim, and Augustus St. Gaudens, he was responsible for the plans for the development and improvement of the entire park system of the District of Columbia. Assisted by Mr. H. Bennett, he designed the re-planning of San Francisco, and he was chiefly re-

sponsible for the great scheme for the future development of Chicago. He was employed by the American Government to prepare plans for the improvement of the city and harbour of Manila, and for the lay-out of the new city of Bagnio, the Summer Capital of the Philippine Islands. Mr. Burnham was present at the Town Planning Conference held at the Institute in October 1910, and contributed one of the most interesting Papers of the Conference under the title "A City of the Future under a Democratic Government." For the Exhibition held in connection with the Conference at the Royal Academy, he sent over a magnificent collection of drawings illustrating his ideas for the future development of Chicago. Mr. Burnham was elected Hon. Corresponding Member of the Institute in December 1910. At the General Meeting last Monday the Hon. Secretary briefly referred to the genius and remarkable achievements of the late architect, and the vote of regret and condolence recorded in the Minutes was passed in respectful silence, the whole assembly rising in token of assent.

HENRY SHACKLETON [*Associate*, elected 1906], who died on the 15th April at the age of twenty-eight, served his articles with Messrs. W. H. & A. Sugden, architects, of Keighley, from 1900–1904. He was afterwards assistant successively to Messrs. Henry Wood & Co., Manchester, and Messrs. Bradshaw & Gass, Bolton. In 1909 he became assistant in H.M. Office of Works, Liverpool, being chiefly engaged upon the Labour Exchanges in Lancashire. He was architect of several small dwelling-houses in the neighbourhood of Keighley, and designed and supervised the erection of Alexandra Buildings, a fine block of shops at East Parade, Keighley. His last work was the supervision of the carrying out of his designs for a new Sunday School for the Baptist Church in Keighley. Mr. Shackleton had only been married six months.

COMPETITIONS.

King's Heath Baths Competition, Birmingham.

Reference was made in the last number of the JOURNAL [p. 532] to the objectionable nature of clause 4 of the Conditions of this Competition with regard to the appointment of an Assessor, and stating that the Council of the Birmingham Architectural Association had requested their members to abstain from competing until the clause had been amended. Intimation has been received from the Hon. Secretary of the Association that the Council's objection to the competition is now removed, the promoters having revised the clause and decided to engage the services of a professional assessor.

CORRESPONDENCE.

Architectural Education and Cambridge University.

To the Editor, JOURNAL R.I.B.A.,—

SIR,—My attention has been called to a letter in the JOURNAL of 27th April, in which Cambridge University and its scheme of architectural education are mentioned. The writers have the goodness to suggest that our University representatives in Parliament would oppose the Registration Bill of the Institute, from pique at the exclusion of Cambridge from the benefits which the Institute is granting to other University Schools of Architecture. May I be allowed to point out that the University of Cambridge can have no such policy, and that there is not the least ground for such a conception of University methods?

There has been no exclusion of Cambridge such as the writers suppose. The first consultative Board of Education called together by the Institute included the Slade Professors of both Oxford and Cambridge, and they have now, when it has been constituted as a business board, been again nominated as consultative members on the same footing as other representatives of architectural education. Certain schools have obtained the privilege of exemption for their students under certain conditions from the Intermediate Examination of the Institute. We at Cambridge understand that the Council of the Institute will grant this privilege to any architectural school that satisfies its requirements. Our Board of Architectural Studies, which has just been constituted, has it in view to claim this exemption. But we shall do so on the grounds of the efficiency and thoroughness of the architectural education, which the Cambridge examination will test.—I am, Sir, yours truly,

EDWARD S. PRIOR [*F.*],
Slade Professor of Fine Art,
Cambridge University.

31*st May* 1912.

The A. A. Schools and the Architectural Museum.

Publication is requested of the following letter * from Mr. Maurice B. Adams which was the occasion for Mr. H. Austen Hall's letter printed in the last issue of the JOURNAL:—

SIR,—There is, of course, much in the letter which appeared under the heading "The Decadence of English Architecture" [JOURNAL, 11th May 1912] and written by Messrs. A. W. S. Cross and George Hubbard, with which most of those who have endeavoured to further the advancement of architectural education in this country will cordially agree; but whether this British Government is ever likely to adopt the proposals propounded as to an enforced standard of architectural examination is open to serious doubt.

Meanwhile, I venture to urge that much might be done on the lines thus put forward for the more intimate association of architectural students with the training of sculptors and painters, such as surely might be realised in the schools of the Royal Academy. No

* Originally published in the *Building News*.

other means at present available offer greater possibilities, and it is also certain that no Governmental scheme, limited as proposed to educational equipment for architects, would be more likely to advance the art of architecture, or would more surely accelerate efficient training in scholarly architectural design than could be accomplished by the all-round artistic environment to be insured by our Academy of Arts. No strictly statutory scheme under departmental direction is calculated to promote the Fine Art in the same degree.

The Royal College of Art has, we know, already given proof of a decided advance in the right direction; but it is little calculated to realise the description of what is needed as given in Messrs. Cross and Hubbard's letter. If the Architectural Association would be content to act, in its (strictly speaking) educational work, as a preparatory school working in concert with the Royal Academy, I feel sure that the results before long would more than justify the change. As a matter of fact, the classes at Tufton Street, admirable as they are, lack the breadth of outlook and scope of comprehensiveness in an artistic sense such as the Academy could afford when following upon a thorough technical grounding of the student in the more preparatory classes at Tufton Street—always, of course, provided that the necessary developments to enable this to be done would be made in the Architectural Schools at Burlington Gardens. At the present, if one may judge from the average degree of merit displayed by the annual exhibitions of students' designs at the Royal Academy, there is much room for improvement such as I contemplate would be undertaken.

The Royal Architectural Museum premises, as I am given to understand, are little adapted to allow of the needful extensions of the school accommodation to permit of the conduct and expansion of both the elementary and advanced classes now held in the building. Alterations are,therefore,contemplated which seem likely seriously to interfere with the carrying out of the undertaking under which the gift of the buildings and their contents was accepted ten years ago by the Architectural Association, when it was insured that the collection of the Royal Architectural Museum should be maintained and kept open to the public for ever.

I do not say that any intentional departure is proposed from the understanding entered into at the time of the transfer, and which, in fact, was made the subject of a binding agreement; but it seems not unlikely, if the schools outgrow the premises, that the existence of the Museum will be jeopardised, and it has never seemed to me to have been quite satisfactorily conducted since the rehousing took place, though, under the peculiar circumstances which followed the transfer, I was prevented from intervening or from helping in the rearrangement. Should more space still be allocated to the increase of the classrooms, the difficulty will be intensified, for the collection has to be maintained intact.

When I initiated the transfer, I always contemplated a free hand in the administration of the Museum by the Architectural Association—subject, however, to the governing proviso just alluded to; and this undertaking could better be carried out if the Tufton Street school could be treated as preparatory in unison with the Royal Academy of Arts; also I have reason to believe that the Council would rise to the opportunity by co-operating with the Council of the Architectural Association, with the object of perfecting a more complete scheme of architectural training, such as I think would be far better than any provided by Governmental enactment like that advocated by Messrs. Cross and Hubbard.

I am, etc.,

6th May 1912. MAURICE B. ADAMS.

The following is Mr. Adams' rejoinder to Mr. Hall's letter reprinted in the last issue of the JOURNAL:—

SIR,—When I wrote the letter which appeared in the *Building News* of 10th May [*see above*], I had no idea that what I was advocating had already been embodied "as a definite policy of the Architectural Association Schools in the future"; or that "the Council of the Royal Academy" had "extended practical encouragement to the Architectural Association students who are qualified to go to the Royal Academy."

I am extremely glad to have thus induced the Architectural Association officially to make public such good news, and also to tell us that the continuation classes will be curtailed at Tufton Street from four to three years. The pressure on the classroom accommodation will thus be modified and the standard of efficiency will be raised from the art side, seeing that before students can go forward to the Royal Academy School their qualifications will be tested. Those who fail must be relegated to avocations more congenial to their personal capacity and talents. That alone will be a great gain to all concerned. I can only express my gratification at this exceedingly satisfactory reply from the hon. secretary of the Architectural Association, Mr. H. Austen Hall.

On the other hand, I must venture to urge, as I have already suggested, that the Academy should see what developments can be made towards the more efficient equipment of their architectural school, and, speaking with all reservation, I can only form my idea of this necessity from the results, year by year, as shown by the Students' Exhibition of designs at Burlington House. However, I have no doubt, with this forthcoming augmentation of technically efficient students from Westminster, that suitable and corresponding improvements will be seen to. We can really entertain no doubt as to that, because of the personal association and intimate experience on all these matters of Sir Aston Webb and Professor Reginald Blomfield; while I am sure that the other architect "members"—Mr. T. G. Jackson (the treasurer), Mr. John Belcher, Sir Ernest George, and Mr. Ernest Newton—will aid to the full with their knowledge and influence, which will be also further encouraged on all occasions by many others in the Academy, like my friend Sir George Frampton, who knows so fully how sculpture concerns the advance of architecture, and who has studied in Paris and taught so well in London.

I am indebted to Mr. Hall for what he has said about the future of the Royal Architectural Museum, and I sincerely second the expressed intention of the Council to augment and complete the collection with Classic and Renaissance examples. In my time we tried to do that, but our efforts failed to obtain sufficient support. Now that the schools at Westminster and Piccadilly are to be practically affiliated, this may, I hope, be possible, and certainly the unique collection at Tufton Street ought to prove more useful than ever.

I am, etc.,

MAURICE B. ADAMS.

Books Received.

Stresses and Strains: their Calculation and that of their Resistances, by Formulæ and Graphic Methods, by Frederic R. Farrow [*F.*]. 2nd ed. revised. 8o. Lond. 1912. 5s. net. Whittaker & Co., 2 White Hart Street, Paternoster Sq., E.C.

Electric Wiring, Fittings, Switches, and Lamps: a Practical Book for electric light engineers and contractors, consulting engineers, architects, builders, wiremen and students. By W. Perren Maycock, M.I E.E. 4th ed., entirely re-written. Circuits. Over 600 illustrations. 8o. Lond. 1911. 6s. net. Whittaker & Co., 2 White Hart Street, Paternoster Sq., E.C.

THE EXAMINATIONS.

The Final Examination: Problems in Design.

[JOURNAL, 13th January 1912, p. 191; 25th May, p. 532.]

The Board of Architectural Education have approved the designs of the students mentioned below in Subjects I. (*b*) and II. (*b*).

Subject I. (*b*). A Terrace of Five Houses.—Mr. E. H. Gibson.

Subject II. (*b*). A Cloister with External Entrance Gateway or Tower to a Collegiate Building.—Messrs. E. H. Gibson and Wm. Voelkel.

REVIEWS.

BUILDING STONES.

The Geology of Building Stones. By J. Allen Howe, B.Sc., F.G.S. Arnold's "Geological Series." 8o. Lond. 1910. *455 pp. 7s. 6d. net. [Edward Arnold.]*

The author of this work will be known to many architects who have had occasion to seek advice from the store of useful information contained in the Jermyn Street Museum, of which Mr. Howe is Curator. If excuse were wanted for this volume's publication, the fact might be cited that since the issue of *Hull's British Building Stones* some forty years ago, no work of any magnitude upon the stones of this country has been presented to the public. Though the title may suggest that the work is more for the scientist than the architect, the author has really written largely for architectural consumption, and although some knowledge of geology is necessary for its complete appreciation, even to those who cultivate a studied ignorance of scientific subjects, the work remains a valuable book of reference for use when the employment of unfamiliar stones is in prospect, extending its confines to even a short description of foreign stones. Though the author disclaims any attempt to describe and identify every kind of stone, the following transcript will indicate the essentially practical character of the book, p. 219–20:—"Ketton Stone, Rutlandshire. Three very distinct varieties of stone are obtained from the Ketton Quarries, but there is only one to which the appellation Ketton Stone can properly be applied. . . . It is a splendid stone for strength and durability. The thickness of the bed is 3 to 4 feet; blocks 2 feet to 2 feet 9 inches on bed and 9 feet long may be obtained." Then follows a list of some of the important buildings where the stone has been used, followed by a differentiating description of the other two varieties referred to.

Mr. Howe begins his treatise by describing the minerals of which rocks are composed. Pages 35 to 111 are devoted to granites and allied stones and 112 to 172 to a description of sandstones and grits, while the next hundred pages deal with that important section—the limestones. The above sections of the book, in particular, are very freely illustrated by sections and diagrammatic maps, showing at a glance the localities of the various stones, which should be a great aid in specifying stonework in unfamiliar districts. Further, a number of excellent plates, showing actual magnified sections of stones to the same scale (30 diameters), greatly enhance the value of the text. The sections give a great insight into the structure and distinctive differences between various stones, and the reviewer may perhaps be allowed to remind readers that the R.I.B.A. Library contains a volume of these photographs, which can be readily purchased through the Board of Education.

An account of slates and other stones occupies the succeeding sixty pages, which are followed by a chapter, which should be of especial interest to architects, on the Decay of Building Stone, p. 333 to 361. The last chapter gives a valuable account of the tests made upon stones. Mr. Howe points out that architects but seldom require tests on stones. The laborious nature of those tests and the lack of suitable standards in the matter of quality are perhaps a sufficient excuse for their omission by the overburdened practitioner at the present day; but the constantly recurring cases of decay in comparatively new stonework, turning to dust and ashes the highest sculptural effort and the crowning glories of our profession, putting aside any sordid question of cost, should make the artist only too ready to join hands with the author in his plea for some public investigation into the properties of all stones suitable for architectural work, as has been done in other countries. The volume concludes with a useful list of the most important quarries in this country, a short bibliography, and that essential feature of all serious books—a good index.

Mr. Howe's work has been long in coming under our notice, but perhaps we may make some amends by unreservedly commending it to all interested in building stones.

ALAN E. MUNBY [*A.*].

JERUSALEM.

The Story of Jerusalem. By Col. Sir C. M. Watson, K.C.M.G., C.B., &c. Illustrated by Geneviève Watson. "Mediæval Towns" Series. Sm. 8o. Lond. 1912. *4s. 6d. net. [J. M. Dent & Sons, Ltd.]*

Sir C. M. Watson describes in his preface the plan of his little book on this very vast subject, and endeavours to confine his attention to a suitable résumé of the mediæval history of the place in order to bring it within the lines of Messrs. Dent's "Mediæval Towns Series" of handbooks. However, he finds it quite impossible to explain the enormous importance and interest of the city during the middle ages without copious reference to still earlier epochs. Just about half the book is consequently filled with ancient history preceding the Crusades.

Sketches of Jerusalem history culled from the standard authorities and worked up into a consecutive whole are intended for popular use, and must not perhaps be criticised too closely from a student's point of view. Sir C. M. Watson has read his *Palestine Pilgrim's Texts* with great advantage, and concludes his extracts with a reference to the perhaps little known *Itinéraire* of Chateaubriand, that very interesting description of the Holy City when the old Turko-Egyptian life was giving place to modern conditions. The historical past of Jerusalem is perhaps a somewhat trite subject, and few of the world's centres have given rise to so voluminous a literature; certainly no chronological history has ever been threshed out and reduced to system to a greater extent, and consequently there is but little room for any divergence from the received opinions of students.

Sir C. M. Watson is perhaps a little biassed—as so many people seem to be at the present day—against the great and central feature of all mediæval history in Jerusalem, the beginning of the Christian Legend and its great monument of the Holy Sepulchre. He passes rapidly over the whole subject with the remark that the two "churches of Constantine have entirely disappeared, with the exception of a few pieces of masonry, which may possibly have formed part of them, and even their form is not known" (p. 123). He also states in another place that "the city as it existed in the time of our Lord has been completely destroyed, and in some places lies many feet below the level of the present streets." The Holy Sites are therefore "not to be regarded as authentic, but rather as pictures . . . to the minds of those persons who, like doubting Thomas, cannot believe unless they see" (p. 100). Such a summary method of disposing of these matters which have occupied the attention of learned men in past times, and are still considered not beneath the notice of modern scholars, doubtless meets with the assent of the average European and American tourist of modern days, but will perhaps have less influence with a more thoughtful visitor.

To pass over the remarkable discoveries made on the Holy Sites during the past twenty-five years without comment is certainly to ignore the monumental history of Jerusalem in its most interesting aspect. But perhaps it is unreasonable to expect much enthusiasm about the remains, for instance, of the Martyrion, preserved within the Russian church of the Pretorium, in anyone who has not made a special study of Byzantine art and history.

Passing to a later period than the third century, Sir C. M. Watson appears to advance a novel and original idea about the famous church of the Presentation, built by Justinian, in Jerusalem. He is perhaps the first person to suggest that "its position is marked by the building known as the Cœnaculum or Tomb of David, a little way outside the Sion Gate" (p. 127). But unfortunately for Sir C. M. Watson's identification—which, by the way, he does not support by any authorities—the very meaning and idea of Justinian's great church would have been lost if it had been placed on the site of the Cœnaculum. The church built by Justinian was intended to commemorate the touching legend of the "Presentation of the Blessed Virgin Mary" in the Temple, and of her reception there when three years old, and her entertainment by the angels. We must therefore look for traces of this building—if any exist—on its traditional site at the south end of the Haram enclosure, and leave the Cœnaculum Holy Site without any addition to its already overburdened collection of associations.

Another criticism must be passed on the topographical portion of this little book. The description of the Muristan as it existed before the deplorable alteration into a hideous and vulgar modern shop-bazaar, is in the main correct, but there is no reason to suppose that the modern church of St. John Baptist at its south-west corner stands on the site of the great church of the Hospitallers, and the antiquity of the undercroft or crypt is very doubtful. The original church of St. John's Order may have been the large building, all traces of which were destroyed by the Greek Convent when building their hideous bazaar some ten years ago.

On page 313 a reference is made to the apse of the ancient church of Sancta Maria Latina, which now constitutes the Armenian chapel of St. John in the parvis of the Holy Sepulchre. This is perhaps the first time this interesting relic has been referred to by any writer on Jerusalem since it was identified by the author of this review nearly twenty years ago on his first visit to Jerusalem. This, like many other curious minor details about the most marvellous of mediæval cities, is the kind of thing which escapes the notice of the casual visitor, and can only be known to the actual resident in such a place, whose repeated investigations often lead to unexpected results. Jerusalem is in fact a place of constant surprises, and the variety of its aspects, whether archæological or modern, is sufficient to afford study and entertainment for a far longer period than is ever usually devoted to a stay within its boundaries. The various human types which have lodged within the different quarters of the city or its suburbs, even for the past hundred years, have impressed a certain character upon their immediate surroundings, and consequently imparted a national style to their different properties. One can wander from an Abyssinian mud village into streets of gloomy Turkish houses, or from the crowded market street of Polish Jews into an Armenian Convent. One passes direct from an Orthodox Monastery into the precincts of their hated rivals the Franciscan Friars, and in addition to the demarcations of race and religion one finds an endless variety of circumstances affecting the historical monuments within these several properties.

The Moslem conquest of Jerusalem in 637 seems to fascinate Sir C. M. Watson, and his references to Arab historians and the monuments of the Haram are well chosen for the illustrations of this side of the city's history. This is a very important addition to a book of the kind, for the majority of European visitors, and perhaps the majority of readers, are too much impressed with the Christian associations, or the still older Biblical ones, to attach much importance to the fact that this is the Holy City of the East, only second to Mecca in the Moslem estimation. An interesting note upon the removal of the "Kibla" from Jerusalem to Mecca by Mohammed himself is made on page 132.

An excellent index is provided to this *Story of Jerusalem*, but a singular absence of the words "Jew," "Jewish," is noticeable. The same may be said for the book itself; it seems not a little singular that Sir C. M. Watson should have referred so little to that great element in the population all through the ages—mediæval and modern—of the Jewish race. But then, perhaps, the 50,000 Jews who now crowd the city are too modern a feature to fall within the scope of an historical essay.

The illustrations of the book are unfortunately very inadequate for the purpose. If they had all been as good as the very charming frontispiece the value of the book would have been immensely increased.

Taken as a whole this little book answers an excellent purpose of providing the intending tourist to Jerusalem with an historical summary of a condensed and yet readable kind. The material is well arranged and comprehensive, and the convenient form of Messrs. Dent's publications, their elegant typography and cheapness insure a popular reception and general appreciation. One of the best things about the book is an admirable table of contents, which at a glance gives the reader a succinct view of the whole course of Jerusalem history.

Cyprus. GEO. JEFFERY, F.S.A.

MINUTES. XV.

EXTRA GENERAL MEETING (ORDINARY), 3rd June 1912.

At an Extra General Meeting (Ordinary), held Monday, 3rd June 1912, at 8 p.m.—Present: Mr. Leonard Stokes, *President*, in the Chair; 21 Fellows (including 4 members of the Council), 39 Associates (including 1 member of the Council), and 6 Licentiates—the Minutes of the Meeting held Monday, 20th May 1912, having been printed in the JOURNAL, were taken as read and signed as correct.

Mr. Francis R. Taylor, *Licentiate*, attending for the first time since his election, was formally admitted by the President.

A Paper by Mr. Wm. Woodward on "THE NEWER RESPONSIBILITIES OF ARCHITECTS AND THE CASE OF MINTER *v.* WALDSTEIN" having been read by the author and discussed, a vote of thanks was passed to him by acclamation.

The Meeting separated at 10 p.m.

GENERAL MEETING (BUSINESS), 10th June 1912.

At the Fifteenth General Meeting (Business) of the Session 1911–12, held Monday, 10th June 1912, at 8 p.m.—Present: Mr. Leonard Stokes, *President*, in the Chair; 28 Fellows (including 6 members of the Council), 32 Associates (including 1 member of the Council), and 4 Licentiates—the Minutes of the Meeting held 3rd June were read and signed as correct.

The Hon. Secretary having announced the decease of Daniel Hudson Burnham, of Chicago, *Hon. Corresponding Member* elected 1910, the Meeting resolved, upon the motion of the Hon. Secretary, that the regrets of the Institute for the loss it had sustained by the death of its distinguished Corresponding Member be entered on the Minutes of the Meeting, and that a message of sympathy and condolence be addressed on behalf of the Institute to his bereaved relatives.

The Hon. Secretary further announced the decease of Sydney Smirke, *Fellow*, elected 1888, and having referred to his generous donations to the Library during the past twenty-two years, the Hon. Secretary moved, and it was thereupon resolved, that the Institute record its deep regret for the loss of its esteemed Fellow, and that a letter be addressed to his family sympathising with them in their bereavement.

The decease was also announced of Richard Willock, elected *Associate* 1889, *Fellow* 1909; Peter Lyle Henderson, *Fellow*, elected 1906; and William Harrison, *Associate*, elected 1882.

The following gentlemen attending for the first time were formally admitted by the President—viz. William Lucas, *Associate*; Edward Herbert Bray and Robert Francis Curling, *Licentiates*.

The Hon. Secretary announced the receipt of a number of donations to the Library [see *Supplement*], and a hearty vote of thanks was passed to the donors.

The Secretary having read the Report of the Scrutineers appointed by the Council to direct the election of the Officers, Council, and Standing Committees for the ensuing year, the President declared the candidates duly elected in accordance with the Report.

On the motion of the President a vote of thanks to the Scrutineers for their labours in connection with the elections was passed by acclamation.

The following candidates for membership were elected by show of hands under By-law 10:—

AS FELLOWS (3).

ALLEN: Ernest Gladstone [*A.* 1904].
POTT: Walter [*A.* 1888].
ROBERTS: Haydn Parke [*A.* 1907] (Worthing).

AS ASSOCIATES* (12).

ARCHER: Henry Humbley, P.A.S.I. [*S.* 1910] (Southport, Lancs).
BAREFOOT: Herbert John Leslie [*S.* 1909].
HARRIS: Royston John Keith [*Colonial Examination* July 1911] (Sydney, N.S.W.).
HEALING: John Burton [*S.* 1909] (Leicester).
HEPWORTH: Philip Dalton [*S.* 1910].
LAY: Cecil Howard [*S.* 1909] (Saxmundham, Suffolk).
NICOL: Robert Dewar [*Special Examination*] (Calcutta, India).
OWEN: Geoffrey [*S.* 1909] (Warrington).
SHEARS: Reginald [*S.* 1909].
STEDMAN: William Bernard [*S.* 1908] (Margate).
STOCKTON: Russell [*S.* 1906] (Stockport).
VOYSEY: Charles [*S.* 1909].

The Secretary announced that the following candidates, being found eligible under the Charter and By-laws, had been nominated by the Council for ad-

* Except where otherwise stated, all the candidates passed the Qualifying Examination in November 1911.

mission as Licentiates: J. A. O. Allan, E. G. Allen, W. J. Abra, F. B. Adams, F. E. G. Badger, H. J. Baigent, W. Baillie, H. G. Baker, W. Barclay, F. G. Barker, H. M. Barker, W. H. Barton, W. A. Baynes, A. L. Belcher, G. Bell, A. N. Bembridge, L. B. Bethell, W. M. Bishop, W. A. M. Blackett, W. Blackshaw, L. M. W. Bladen, H. D. Blessley, J. O. Bond, M. Botting, P. R. Bradford, E. H. Bray, O. A. Bridges, W. F. Bright, T. Brown, W. H. Browne, H. Le C. Browning, H. Burgess, S. E. Burgess, R. W. Caldwell, J. H. Cammack, J. B. Campbell, H. Cane, F. Cannon, F. R. Chalmers, F. W. Chapman, C. W. Christian, F. W. Cockle, H. A. Coldman, E. W. G. Coleridge, W. V. Cook, S. N. Cooke, C. J. Corblet, J. H. Cossar, H. Cratney, C. Crawford, J. W. Crawford, W. F. Crombie, A. F. Cutler, W. S. Dakers, F. J. Daniel, T. B. Daniel, C. F. Dawson, J. Day, H. A. C. Deckman, A. Dicken, E. W. Dyson, F. R. L. Edwards, J. P. Edwards, J. J. Eltringham, W. Evans, E. H. Evans, L. Falconer, jun., A. C. Fare, R. K. Fearnside, W. Ferguson, jun., E. F. Ferry, L. M. Field, W. Fielding, A. A. Fillary, G. H. Fletcher, H. H. Flowers, F. R. Freeman, T. K. Foggie, G. Foster, W. T. B. Foster, J. A. Fowler, A. W. de R. Galbraith, H. R. Gardner, J. G. Gamble, J. Garvie, R. M. Gibson, H. Gill, F. G. Gilling, A. C. Gillman, L. H. Godfrey, S. H. Goodwin, W. Goodwin, I. C. Goodison, A. E. Gosling, G. Gould, E. F. Goulding, J. Gray, E. F. Green, G. W. Grey, P. Grout, C. W. Hall, A. D. Hamilton, J. Hardman, A. M. Hardie, J. Harding, L. R. Harries, W. A. Harris, R. G. Hawke, A. D. Haxton, W. E. Healey, R. A. Heaton, F. Henshaw, E. H. Heazell, A. Hibbert, F. B. Hill, R. N. Hodder, G. Hodgson, P. J. C. Hofman, G. Holmes, A. R. Hollingworth, F. Housley, A. C. Hunt, J. A. M. Hunter, W. Illingworth, A. M. Ingman, J. G. Izard, C. E. Jackson, R. W. Jackson, W. H. Johnson, jun., C. P. Jones, R. C. F. Jones, S. R. Jones, C. K. Jupp, G. H. Kay, G. Keighley, S. Keighley, W. Kerr, J. W. Key, C. C. King, E. B. Kirby, P. E. C. Lain, A. G. Laskie, A. G. Latham, H. J. Laws, W. J. Leahy, J. Lemm, G. E. D. Lewis, P. S. Lewis, L. Littlewood, T. A. W. Lloyd, A. W. Lofthouse, R. B. McColl, D. A. McCubbin, C. Macdonald, J. H. McGovern, J. Mackenzie, J. Mackintosh, G. Macritchie, A. J. Madgin, J. Manuel, A. J. Marshall, F. N. D. Masters, R. Y. Mayell, A. R. Meldrum, A. C. Meston, J. Miller, J. H. H. Mitchell, W. Mitchell, J. Money, H. E. Moore, G. G. Moorhouse, G. L. Morris, W. R. Morris, R. J. Mules, P. P. Nathan, C. H. R. Naylor, F. W. Newby, T. Newell, W. Newlands, P. G. Newton, F. Nicholls, A. T. Nicholson, J. P. Nicoll, F. R. Nunn, C. Oliver, G. M. Page, W. M. Page, F. M. Palmer, jun., F. Peake, J. Percival, J. Phillips, J. E. Pluck, C. B. Powell, E. Prairie, A. G. Prentice, O. E. T. Prescott, H. O. Prestwich, H. D. Pritchett, T. S. Purdie, W. Rankin, H. T. Richardson, W. P. Riddle, C. H. Roberts, P. B. Roberts, D. W. Robertson, G. A. M. Roe, J. McG. Ross, H. E. Rossiter, E. Rothwell, A. J. Rowley, A. F. Royds, T. J. Rushton, C. T. Ruthen, T. Salkeld, L. N. Sanderson, J. T. Saunders, G. G. Schwartz, A. E. Seaman, W. Shanks, H. V. Shebbeare, E. H. Smith, G. H. Smith, H. V. C. Smith, W. C. C. Smith, S. M. Spoor, L. R. Stains, P. E. Stenning, S. J. Stephenson, W. C. Stevenson, J. E. Still, William Stirling, T. T. Storry, J. Strong, E. Taylor, H. Taylor, W. A. Tebbs, E. J. Thomas, O. T. Thomas, C. F. Thomas, A. Thomerson, A. J. Thompson, J. Thomson, A. H. Thomson, J. M. Thomson, T. P. Tinslay, M. Tobias, S. E. Tomkins, C. W. Tomlinson, C. Triffitt, A. H. Tucker, H. P. Tufnail, J. K. Vinycomb, F. G. Waddell-Dudley, W. Wade, R. Wainwright, J. C. Walker, W. Walker, J. Walsh, C. J. Ward, F. J. Wass, A. C. H. Watkin, D. Watney, J. Webb, H. Webber, F. N. Weightman, H. J. Welch, R. Wemyss, S. I. Weston, T. K. White, R. Whyte, J. H. Willett, J. St. C. Williamson, A. G. Wilson, W. McN. Whyte, A. F. Wicksteed, H. P. Williams, J. M. Williams, J. R. Wills, W. F. Wills, R. H. Willson, A. V. Wilson, J. Wittet, F. H. Witts, F. Worrow, H. J. Worrow, J. E. Wrathmell, J. R. Wray, C. H. C. Wright, James Young, Walter Guy Young, J. G. Aberdour, G. P. Allen, W. H. Bailey, L. W. Barnard, B. J. Belsher, J. Bennett, F. R. Betenson, F.S.I., G. E. Bissell, J. C. Bourne, G. H. Briggs, S. M. Brooks, C. W. Callcott, A. H. Church, C. R. R. Clark, G. F. N. Clay, B.A.Cantab., J. D. Coleridge, H. L. Colville, E. T. Cook, B. J. F. Cox, H. R. Creighton, W. Davidson, Owen Jones Student 1904, I. S. Davies, G. W. Davis, W. Dewes, A. H. Dight, J. Duff, P. G. Fry, A. George, A. Gilbertson, E. H. H. Griffith, E. Gunson, W. F. Harber, A. C. Havers, E. G. Heathcote, S. G. Hewitt, J. Hook, F. Kempster, H. G. M. Laing, J. T. Lawrence, W. L. Lucas, B.A.Cantab., R. Martin, H. G. McLachlan, C. J. Newman, C. H. Norton, S. H. Partridge, C. H. Pullin, G. B. Robertson, President of the Institute of Architects of N.S.W., H. M. Scrivener, F. H. Shann, T. W. Sharpe, E. J. Shelmerdine, H. T. Sidwell, C. Sinclair, M.A., F.S.A.Scot., C. F. Skipper, W. A. Smith, D. G. Tanner, S. J. Tatchell, W. Taylor, E. A. Toombs, C. W. Townsend, J. H. Waterworth, W. H. Webb, W. Williamson, T. Winder, Assoc.M.Inst.C.E., F. Windsor, B. Abercrombie, J. S. Adkins, P. K. Allen, F. V. Baars, C. O. Baines, T. H. Baker, T. C. Barker, F. Bell, J. F. C. Bell, T. M. Bevan, H. R. Bird, E. R. Birks, J. Bowley, W. W. Bull, A. W. Bungard, A. J. P. Carrington, A. Chausse, S. Constanduros, H. Cordery, J. W. Denington, S. Dexter, C. T. Ewing, W. Finlayson, J. E. Forbes, W. H. George, G. F. Grimwood, J. M. W. Halley, H. I. Hands, T. F. Hewitt, E. M. Hick, D. H. Hunter, C. H. Isaacs, J. H. Jacques, J. A. James, T. Jenkins, J.P., S. Jupp, C. King, G. J. J. Lacy, A. Landstein, M. G. Martinson, H. Mennie, J. G. Mitchell, T. J. Morgan, W. J. M. Morrish, F. C. Moscrop-Young, J. Neill, E. Ogden, S. G. Parr, F.S.I., J. A. Payne, E. L. Percival, H. R. Poulter, G. Povey, E. W. Ralph, A. Rangeley, S. W. Richards, B. Sattin, B. Shadbolt, J. Shanks, L. W. Simpson, R. Spencer, A. J. Stedman, J. Steel, D. McK. Stoddart, J. D. Tate, A. J. Thomas, S. G. Walker, D. West, F. White, E. Wilkins, H. J. Wonnacott, P.A.S.I., F. H. Wrench, Assoc.M.Inst.C.E., G. L. Wright, L. S. Youngman, C. Alder, F. Baker, H. L. Baker, W. J. Ballard, R. B. Barker, W. V. Betts, J. S. Boyd, G. C. Copestick, H. Elwig, jun., F. S. Hammond, J. W. B. Harding, J. E. Henderson, F. J. Hobson, J. A. T. Houston, G. Hutchins, M. T. E. Jackson, T. Martin, I. Massey, A. Y. Mayell, A. E. Pearson, C. Pickford, W. H. Poole, A. F. Preston, F. H. C. Rimmington, W. P. D. Stebbing, A. P. Stokes, J. E. Stout, F. R. White, W. H. Woods, W. H. Adams, C. M. C. Armstrong, J. A. Arnott, F. G. Ashwell, F. J. Atkinson, H. W. Ayles, G. H. Barrowcliff, T. W. Biggs, G. Bloore, S. O. Blythe, H. H. Brown, J. W. Burrows, H. W. Burton, M. T. Cantell, A. O. Cave, H. J. Cawte, H. Cheetham, J. T. Coulson, H. G. Coyne, J. A. Cragg, G. A. Craig, J. Cran, jun., W. H. Crofts, H. H. Danby, H. E. Dane, W. C. Davidson, J. H. Dawson, C. F. W. Dening, J. E. Douglas, L. Dowie, E. T. Dunn, G. Edwards, T. W. Fairbrother, R. C. Fry, W. Fullerton, J. Galt, J. H. Gask, P. Gaskell, R. W. K. Goddard, J. B. D. Gorman, G. D. Hamilton, F. Hatch, T. F. Hawkes, J. H. Higgs, H. Hill, W. E. Horsfall, F. J. Horth, J. D. Hunter, E. N. Johnson, F. R. Laverick, C. O. Law, E. W. Leeson, G. H. Lovegrove, G. Maddock,

C. Mann, P. L. Marks, W. A. H. Masters, J. Mercer, W. E. Monro, J. Morris, R. S. Oldacre, C. B. Pearson, L. G. Pearson, J. A. Percival, E. J. Pomeroy, J. H. Porteous, J. C. Prangnell, E. T. Richmond, T. H. Russell, M.A.,Cantab., A. P. Saville, F. Seale, P. H. S. Shepperd, J. W. Smith, W. W. Snailum, W. Southall, T. L. Taylor, E. G. Theakston, E. M. Thomas, E. Tough, H. B. Tylor, B. F. G. Wakefield, H. W. Wakeman, P. Walker, G. Weald, J. R. Whitaker, W. D. White, S. Wilkinson, W. P. M. Willcox, T. M. Wilson, A. S. Wood, W. H. Wrightson, C. B. Young, T. J. Young, A. E. Anderson, A. G. Andrews, J. P. Baker, F. J. Bellamy, E. C. H. Bird, W. G. Buck, E. E. Carver, G. B. Cobbett, R. Coulson, G. P. Crane, W. T. Cresswell, H. G. Crothall, J. Dallas, S. M. Dempster, A. St. J. Diamant, W. L. Dolman, H. Dyball, W. F. Edwards, H. Q. Farmer, W. A. Finch, R. H. Fletcher, J. Forbes, J. Forster, A. E. Gurney, E. E. Hall, W. E. Haslock, E. Hooley, H. Horton, W. S. Huxley, W. H. James, J. J. Jones, W. S. Jones, P. A. Lamb, P. Lancaster, S. H. Langley, B. M. Lloyd, W. Lockwood, W. R. Macdonald, C. T. Marshall, D. S. McIlroy, J. McIntyre, J. B. Merson, W. J. Mountain, G. Newton, jun., H. T. O'Rourke, E. Palser, S. W. Parker, J. S. Paton, M. Price, J. A. Reid, R. M. Rigg, R. W. Sampson, J. A. Souttar, J. B. Steel, J. H. Stephens, J. C. Stockdale, A. J. Toomer, W. Tweedy, B. H. Wakeford, T. Weatherley, H. A. Wright, A. F. Allen, T. Ashton, P. Bauhof, C. R. Bayley, M. B. Bennett, G. G. Bentley, W. S. Bishop, S. W. Bradshaw, H. M. Brown, W. H. Bulloch, F. T. J. Burrows, V. Calvert, E. P. Cameron, J. Carrick, G. Carter, G. T. Caryer, H. H. Clark, E. R. L. Clowes, E. W. Coldwell, E. W. Collins, A. Dale, C. R. Davy, G. K. Deakin, N. W. De Courcy, H. H. G. Denvil, B. P. Dwyer, C. W. English, N. Evill, A. J. C. Ewen, W. C. Fairer, V. A. Flower, J. H. B. Foss, C. H. Freeman, A. L. Grote, E. E. H. Hamlyn, A. B. Hayward, S. A. Heaps, W. J. Heard, C. H. Hignett, H. T. Hodges, A. N. W. Hodgson, W. P. Horsburgh, J. P. Hunter, J. C. Ireland, G. W. Lord, E. L. Lunn, G. F. Miller, R. P. Oglesby, C. R. Overy, W. E. Paul, F. H. Price, F. G. Price, N. Read, N. Richley, A. Rigby, W. A. Ross, J. S. Ruchwaldy, H. O. Samson, G. T. Scott, M. G. Shaw, J. M. Sheppard, C. F. Short, E. Sprankling, J. E. Stott, J. Stuart, W. A. Sugden, W. H. Sugden, C. E. B. Sutton, N. Vaux, H. H. Walder, T. Wall, W. M. Weir, A. W. West, W. W. Wheston, J. Williamson, A. Winstanley, H. J. Yorke, E. H. Abbott, F. E. Adams, A. G. Adkin, C. A. Aish, C. G. Baker, H. A. Cheers, C. E. Clarke, F. C. Clemesha, G. L. Coates, G. Colles, W. C. Cooper, F. A. Cox, F. H. Darke, W. T. Deacon, C. De Adlersparre, F. C. Dixon, H. Druery, R. J. Edmondson, S. Evans, T. M. Forrest, R. A. Fuller, C. R. B. Godman, F. M. Hammond, J. H. Heywood, H. Higginson, E. T. Johns, R. P. Jones, H. Kirkley, G. F. Lake, W. Macpherson, J. H. Mangan, W. H. H. Marten, J. M. Mathers, S. McLauchlan, T. McMillan, J. G. P. Meaden, S. H. Meyers, J. Murray, T. E. Murray, G. H. Norman, H. Norman, G. Ogden, W. J. Pamphilon, W. Panton, J. Parish, G. P. Powis, F. E. B. Ravenscroft, H. V. R. Schofield, E. F.-E. Seaman, S. G. Short, W. F. Slater, J. W. Smart, A. E. Starkey, W. B. Stefanoni, W. B. Stonebridge, H. J. Sturges, F. W. Taylor, J. T. A. Taylor, W. H. Thwaites, J. E. Todd, A. E. Turner, J. G. Wiles, A. Williamson, A. E. Woodhouse, G. T. Young, A. Bale, F. Berkeley-Miller, A. S. Cox, L. F. Crane, R. H. Cunliffe, J. Davidson, W. Dixon, A. J. Driver, E. A. Fermand, F. W. Finchett, H. Gardner, H. L. Geeson, T. Gregg, W. Griffiths, J. O. Harris, E. L. Harrison, F. Haswell, E. B. Hoare, G. J. F. Hookway, D. E. A. Horne, A. G. Humphry, A. H. O. Lawrence, the Hon. A. McGarel-Hogg, D. G. McIntosh, D. McKerrow, A. P. Miller, S. P. Morter, J. R. Newton, J. H. F. North, A. J. Phillips, W. Pollard, B. A. Porter, H. S. Rhodes, A. E. Richardson, J. E. Richardson, W. B. Rolfe, A. Round, G. H. Stevenson, R. T. Tilley, J. H. Wall, M. Wheeler, F. Willey, J. C. Wynnes, E. C. Aldridge, F. Anderson, H. L. Anderson, C. H. Andrews, E. Attree, E. O. Banks, F. Barclay, F. R. Bates, P. L. Best, J. A. Black, J. M. Bottomley, E. J. Brett, S. P. Brinson, G. L. Brown, M. J. Burke, J. A. Carfrae, D. Christie, W. L. Clarke, C. A. Clayton-Greene, L. W. Clifton, R. F. Curling, T. H. Dobson, J. F. Dodd, R. C. Donaldson, F. C. Evans, H. M. Fairweather, G. T. Forrest, E. Forshaw, R. H. Fowler, P. B. F. Freeman, F. J. Garlick, T. Garrett, W. H. Gibson, J. F. Goodacre, W. S. A. Gordon, G. Gray, J. J. Hackett, J. L. Hall, G. M. Hay, R. G. Heape, C. H. R. Henman, G. E. Hinchliffe, H. W. Inott, G. Jamieson, W. W. Kenworthy, E. C. Lawrence, W. W. Longbottom, R. T. Longden, A. Loveday, D. A. Lumsden, W. Mackinnon, F. H. Mansford, A. J. Marshall, A. E. Martin, W. Matson, E. W. Meredith, O. P. Milne, H. S. Morris, T. R. W. Mossman, J. Murray, G. R. C. Muschaweck, S. W. Neighbour, B. L. Newman, J. R. Poyser, A. S. Prior, A. G. A. Quibell, W. H. Raffles, A. S. Reeves, J. G. Reynolds, F. D. Rice, A. W. Roques, F. M. Royle, A. D. Sharp, W. Shaw, T. F. Shepheard, D. Thomson, F. C. Uren, W. J. Warde, G. Ware, B. H. Webb, W. J. Wells, G. White, L. H. Wilkinson, J. C. Williams, T. A. Williams, W. J. Wilsdon, A. W. Worrall, O. Wright, A. E. Yeman, E. R. Walker, F. R. Waller, K. Ward, L. C. Webb, J. White, G. Womersley, J. A. Wright, C. G. Agate, J. Armour, jun., S. Bailey, J. Barbour, T. P. Bennett, J. Bevan, E. C. Bewlay, G. A. Birkenhead, W. Bond, G. H. Bott, H. H. Bridgman, A. H. Brown, G. Brown, H. T. Buckland, E. Burke, A. B. Burleigh, T. Burnley, J. H. Burton, T. A. Buttery, A. S. Carter, G. A. Chapman, J. W. Charles, J. W. Claxton, W. Cowan, G. A. Cox, W. H. Creaser, S. R. Day, E. A. Dewdney, J. Ellwood, J. H. Evans, D. M. Franklin, J. M. Froud, F. W. Gardiner, E. Garrett, C. R. Gilchrist, W. C. F. Gillam, F. Goddard, E. Greenleaves, F. Hammond, H. G. Harmer, W. A. Harvey, W. Haywood, E. Haywood-Farmer, H. Heathman, H. E. Henderson, T. V. Henshaw, H. Higgins, H. S. Hiley, F. B. Hooper, W. G. Horseman, C. W. Horser, A. Howard, E. A. Hunt, W. Hunt, C. D. James, C. H. Kempthorne, W. Kennedy, W. H. Knee, J. H. Lang, H. H. G. Lewis, W. M. Lewis, W. T. Lowdell, E. A. Mann, A. C. Martin, R. Matthews, W. D. T. Munford, S. Needham, C. R. Newborn, F. G. Newton, E. O'Brien, F. E. Openshaw, P. G. Overall, G. F. Pennington, P. Phipps, B.A.Oxon., F. N. Reckitt, M.A., T. J. M. Reid, E. F. Reynolds, H. E. Rider, R. Rigby, J. H. Rutherford, J. A. Sant, J. J. Seanor, W. R. Sharp, A. E. Sheppard, C. P. Sherwin, H. W. Simister, J. F. Smith, D. A. Stewart, E. Sykes, G. W. Tanner, P. H. Thomas, C. C. Thompson, C. E. Thompson, C. Thorp, F. Thorpe, G. E. Tonge, E. J. Toye, W. N. Twist, T. B. Wain, J. W. Abraham, B. S. J. Aga, J. S. Alder, S. G. Alexander, F. A. Allen, S. Allen, F. W. Andrew, R. Annan, A. F. Anoni, H. M. Appleyard, H. Ascroft, R. F. G. Aylwin, A. G. Bailey, H. Baily, W. H. Baines, E. C. Ball, J. Ballantine, T. M. Banks, C. S. Banks, A. J. Barclay, F. Bargman, P. D. Barker, W. C. Barker, W. Barlow, R. R. Barnett, H. S. Barrett, C. A. Battie, H. L. Beckwith, W. Bell, T. F. Bell, H. S. Benison, J. E. Benton, P. R. Berry, D. A. Beveridge, J. Binns, E. E. Bird, R. P. Blakey, L. Blanc, L. A. Blangy, F. Bleasdale, H. Boden, P. Booth, C. C. Bougatsos, E. E. Bowden, C. W. Bowles, J. Briggs, J. S. Brooks, D. M. Brown, J. Brown,

W. Brown, A. C. Bunch, J. F. Burkinshaw, W. H. Burnet, J. Burns, J. G. Burrell, E. Butler, G. F. Byron, W. R. Cantrell, W. M. Carter, G. Cash, F. W. Cattermole, A. C. Caudwell, E. W. Chennells, P. A. Chenoy, B. Chippendale, E. S. Clarkson, J. Clayton, J. S. Cleland, G. S. Coburn, A. E. Cockerell, T. Cockrell, J. A. Coe, A. E. Cogswell, J. H. Cogswell, A. G. Cole, F. G. Cole, H. Collings, E. J. Conway, H. F. T. Cooper, T. E. G. Cooper, W. F. Copp, C. E. Cowan, A. Cowman, C. M. Crickmer, J. G. Crone, J. Crouch, V. J. Cummings, J. Dall, A. Davies, E. B. Davies, W. J. Davis, H. Dawson, W. C. Dawson, B. C. Deacon, F. M. Deakin, J. M. Dingle, H. S. Dixon, M. E. D. Dixon, R. Dixon, E. J. Dolman, P. R. Donald, W. L. Dowton, F. G. Drewitt, J. B. Drower, F. M. Dryden, A. F. Duke, W. B. Dukes, L. L. Dussault, H. T. Earl, S. E. Eaton, H. Eddison, C. H. Edwards, L. G. Ekins, T. Ellershaw, E. M. Ellis, R. G. Elwes, C. Ewan, R. Ewan, jun., A. H. Fagg, W. G. Fagg, J. W. H. Farrow, A. P. Fawckner, H. W. Featherstone, B. K. Feild, J. Ferguson, C. W. Ferrier, T. E. Fisher, J. J. Follett, H. W. Ford, T. W. Ford, F. L. Forge, C. Frankiss, S. French, A. Fyfe, W. G. Galloway, W. P. Gilbertson, E. F. Gilman, W. H. Glover, W. Goldstraw, H. H. Goodall, H. Gordon, R. C. T. Gordon, G. R. Griffith, H. T. Grove, F. E. Haarer, A. G. Hall, N. Hampson, W. T. Hanman, J. W. Hanson, G. D. Harbron, T. E. Hardy, E. G. Harrison, A. Hart, R. Harvie, E. Hastie, R. D. Havard, H. C. Hawkes, A. T. Heathcote, P. M. Helbronner, W. C. Henning, S. G. High oor, P. J. Hill, A. Hirst, F. F. Hobson, E. E. Hodder, A. C. Hodges, A. J. Holbrook, A. E. Holbrook, G. H. Holdgate, F. B. Holt, E. G. Holtom, A. A. Hunt, J. E. Inglis, G. H. Isitt, A. James, W. Jane, G. H. Jenkins, J. R. Johnstone, J. T. Johnstone, H. G. Jones, E. W. Keech, G. N. Kent, W Kerr, A. S. Killby, F. M. Kirby, S. R. Kirby, C. J. Kirk, J. F. Lancaster, O. Langbein, H. G. Lazenby, E. A. Lead, W. W. Lee, W. J. H. Leverton, A. S. R. Ley, A. R. Lindsay, A. Lingard, O C. Little, F. Littlewood, H. W. Lockton, H. W. Long, W. T. Loveday, F. J. Lucas, T. W. Ludlow, H. A. Luke, W. W. Mabson, T. I. McCarthy, W. McClelland, H. C. McCulloch, G. McGarva, J. P. McGrath, L. Maggs, E. H. Major, C. W. Maplesden, W. Marchment, M. Marsland, F. W. Martin, A. T. Martindale, F. W. Masey, O. C. Mather, W. A. Maylett, F. H. Mercer, A. A. Messer, C. Messervy, G. Metson, J. A. Mettham, J. D. Michell, R. A. Mill, W. Mills, T. Monkman, H. Monson, J. Morley, W. R. Mosley, K. L. Murray, L. M. Newell, H. Oakley, J. G. Oatley, W. J. Oliver, F. H. Overmann, J. Page, A. E. Painter, R. A. Parkin, E. H. Parkinson, O. P. Parsons, A. C. Paulin, E. H. Payne, D. Peacock, J. Peddle, G. Pemberton, A. J. Penty, A. E. Pett, A. M. Philips, J. W. F. Phillipson, F. D. Pipe, S. Piper, E. A. Pollard, A. F. Poole, V. S. R. Poole, G. Pooley, B. A. Poulter, R. S. Powell, W. J. Prichard, J. H. Puntin, H. C. Queree, C. M. Quilter, H. Quinton, A. Reaveley, A. A. Reeve, J E. Reid, R. Rich, A. C. Ridsdale, E. Rimmer, G. A. Roberts, R. Robertson, F. J. Robinson, J. W. Rodger, W. H. Ross, J. E. Rowlands, C. E. Sadler, J. C. H. Sandbach, I. Sanders, H. T. Sandy, J. Sarvis, J. Saunders, R. Savage, H. C. Scaping, R. S. Scholefield, G. Sedger, A. E. Shervey, W. K. Shirley, J. Sidey, C. J. W. Simpson, W. B. Simpson, T. Sinclair, F. P. Skipwith, G. E. Smith, G. T. Smith, J. B. P. Smith, A. Soutar, J. C. S. Soutar, A. Sparke, W. T. Springall, K. B. Spurgin, W. R. Spurr, J Stables, W. Stainer, J. R. Stark, W. Steel, E. Stevens, E. G. Stevenson, J. Stevenson, H. Stewart, H. S. Stewart, P. J. Stienlet, C. S. Stone, H. Sully, G. A. Sutherland, J. A. Swan, H. Swanwick, J. Sykes, J. S. Syme, J. B. Tansley E. R. Tate, T. J. Tatham, R. M. Taylor, T. H. Taylor, W. H. Taylor, E. H. Terry, E. J. Thomas, T. Townend, A. Travis, H. Vaughan, F. T. Waddington, P. J. Waldram, C. Walker, W. B. Wall, J. Warburton, R. S. Wardle, A. E. Watson, W. P. Watson, F. S. Webber, W. Weir, G. H. Wenyon, C. West, J. White, J. B. Whyte, E. H. Wigley, S. Wilkinson, S. Williams, J. H. Willis, A. Wilson, E. R. Wilson, G. T. Wilson, J. H. Wilson, C. C. Winmill, G. G. Woodward, F. E. Wootton, J. B. Wride, T. Yates, A. Young, W. Young, S. Grundy, jun., F. Jamieson, S. W. Whitmore, W. H. Ford, G. A. J. Hart, A. E. Seaman, J. G. D. Hoets, R. V. T. Sewell, A. T. Nicholson, H. T. Jones, A. E. Brooks, E. Garlick, A. G. Cross, A. E. Martin, E. W. Burnett, A. B. Black, G. E. Ellis, C. H. Dyer, E. Meek, C. T. Good, R. A. Fordham, J. Morris, H. B. Watson, C. Masey, D. L. Allan, D. W. Baxter, W. Clark, G. A. Pyott, A. A. Symon, D. Thomson, D. Sharpe, W. D. B. Keith, J. Stedman, H. Hyams, A. H. Scholte, W. A. Forsdike, S. E. Burgess, J. Brown, N. B. Pearce, D. Webster, H. H. Hunt, J. H. Stanford, C. Holdsworth, G. William, J. W. Paterson, J. C. G. Davies, W. F. Davies, A. F. Evans, F. G. Faunch, J. R. Gariepy, J. Lowson, J. Manuel, W. Gill, F. B. Parsons, A. E. Brooks, J. Davidson, F. L. H. Fleming, H. T. Jones.

The President, referring to a motion on the agenda in the name of Mr. Sydney Perks, F.S.A. [*F.*]—viz. "That a full and proper report of the debate at the Annual General Meeting on the 6th May with reference to St. Paul's Bridge be printed in the JOURNAL"—announced that, having regard to the fact that the Chairman of the Meeting had exercised the discretion vested in him under By-law 61 as to the publication of the report, the Council had come to the conclusion that the motion was out of order and could not be proceeded with.

With regard to the second motion on the Agenda in the name of Mr. W. R. Davidge [*A.*], viz.:

> "That, having regard to the report of the Honorary Auditors for 1911 and to the state of the Institute finances, it is desirable, in the opinion of this Meeting, that a Committee should forthwith be appointed with power to inquire generally into the finances of the Institute and all matters relating thereto.
>
> "The Committee to consist of three members of the Council and three members of the general body, with power to add to their number; the Committee to have access to all documents and the services of all officers and advisers of the R.I.B.A.; to make any inquiries they may deem advisable, and to report in writing, with any recommendations, to the Council of the Royal Institute; the report to be issued with or printed in the JOURNAL and submitted for discussion at a Business or General Meeting of the Institute."

The President ruled the motion out of order on the ground that under Clause 16 of the Charter the control of the funds of the Institute was vested in the Council, and that a Committee of the Council called the Finance Committee had the financial affairs of the Institute at the present moment under consideration with a view to making a report thereon. He promised, as far as he was in a position to pledge the new Council, that when the Report of the Finance Committee was completed the document should be communicated to the General Body.

The proceedings closed and the Meeting terminated at 8.45 p.m.